

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1 106	
2. CONTRACT NO.		3. SOLICITATION NO. N00167-03-R-0050		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 07 Jul 2003	6. REQUISITION/PURCHASE NO. 34151459	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3322, MICHELLE PEARMAN 9500 MACARTHUR BLVD. WEST BETHESDA MD 20817-5700			CODE N00167 TEL: 301-227-3603 FAX: 301-227-5784	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE TEL: FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg 121, Rm 214A</u> until <u>14 00</u> local time <u>20 Aug 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME MICHELLE PEARMAN		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (301) 227-3603		C. E-MAIL ADDRESS PearmanMR@nswccd.navy.mil	
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B Supplies or Services and Prices

SECTION B

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	AMOUNT
0001	Engineering and Technical Services in accordance with Section C – Statement of Work	1	lot	Estimated Cost: \$ Fixed Fee: \$ Cost Plus Fixed Fee: \$
0002	Data in accordance with the attached	1	lot	NSP*
0003	Support Costs (Materials, Travel, Minor subcontracting – inclusive of applicable indirect costs and non-fee bearing)	1	lot	NTE** \$3,932,737.00
Total Contract Ceiling Amount				\$

*NSP - Not Separately Priced

**NTE – Not to Exceed

Contract Type: It is anticipated that the contract(s) award as a result of this solicitation will be an Indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee (Completion) type contract(s), which provides for the issuance of delivery orders during the period from date of award of the contract(s) through five years thereafter. This contract(s) does not incorporate any options.

Minimum and Maximum Quantities

As referred to in paragraph (b) of Clause No. 52.216-22 – Indefinite Quantity, the contract minimum quantity is \$50,000.00 and the maximum quantity is the Total Contract Amount including Support Costs. The maximum quantity is not to be exceeded without prior written approval from the Procuring Contracting Officer (PCO).

The Government will provide Government Furnished Equipment and Government Furnished Material as may be required for performance of the services under the contract(s) to the maximum extent possible.

In accordance with FAR 22.605(a)(5) and Contract Clause No. 52.222-20, entitled “Walsh Healey Public Contracts Act (December 1996)”, as regards supplies and material under CLIN 0003, the contractor shall:

- (1) ensure that any material/hardware items, that cannot be obtained as GFE/GFM are obtained from manufacturers or regular dealers of these items in accordance with FAR 22.602.
- (2) obtain competition (items valued over \$2,500) whenever possible and shall report to the Contracting Officer the extent of competition sought, obtained, and efforts to ensure future competition for materials/hardware.

Rights in Technical Data and Computer Software: The Government shall have unlimited rights in technical data and computer software delivered under the resultant contract(s) in accordance with, and as defined by, Clause Nos. 252.227-7013 and 252.227-7014 which are contained in Section I of the solicitation.

This labor categories and hours are only for bidding purposes only:

LABOR KEY CATEGORY	HOURS PER YEAR
Program Manager (Contractor Site)	575
Program Manager (Contractor Site OT)	57
Sr. Project Engineer(Contractor Site)	1,149
Sr. Project Engineer(Contractor Site OT)	115
Sr. Naval Architect(Contractor Site)	1,149
Sr. Naval Architect(Contractor Site OT)	115
Sr. Naval Architect(Government Site)	2,299
Sr. Naval Architect(Government Site OT)	230
Sr. Mechanical Engineer(Contractor Site)	1,149
Sr. Mechanical Engineer(Contractor Site OT)	115
Sr. Mechanical Engineer(Government Site)	2,299
Sr. Mechanical Engineer(Government Site OT)	230
Sr. Electrical Engineer(Contractor Site)	1,149
Sr. Electrical Engineer(Contractor Site OT)	115
Sr. Electrical Engineer(Government Site)	4,597
Sr. Electrical Engineer(Government Site OT)	460
Sr. Computer Programmer/Scientist(Contractor Site)	575
Sr. Computer Programmer/Scientist(Contractor Site OT)	57
Sr. Computer Programmer/Scientist(Government Site)	4,597
Sr. Computer Programmer/Scientist(Government Site OT)	460
Sr. Logistician(Contractor Site)	575
Sr. Logistician(Contractor Site OT)	57
Sr. Logistician(Government Site)	2,299
Sr. Logistician(Government Site OT)	230

LABOR NON-KEY CATEGORY	HOURS PER YEAR
Naval Architect(Contractor Site)	3,448
Naval Architect(Contractor Site OT)	345
Naval Architect(Government Site)	2,299
Naval Architect(Government Site OT)	230
Jr. Naval Architect(Contractor Site)	2,299
Jr. Naval Architect(Contractor Site OT)	230
Mechanical Engineer(Contractor Site)	2,299
Mechanical Engineer(Contractor Site OT)	230
Mechanical Engineer(Government Site)	2,299
Mechanical Engineer(Government Site OT)	230
Jr. Mechanical Engineer(Contractor Site)	2,299
Jr. Mechanical Engineer(Contractor Site OT)	230
Electrical Engineer(Contractor Site)	2,299
Electrical Engineer(Contractor Site OT)	230
Electrical Engineer(Government Site)	2,299
Electrical Engineer(Government Site OT)	230
Jr. Electrical Engineer(Contractor Site)	2,299
Jr. Electrical Engineer(Contractor Site OT)	230
Sr. Naval Architect/Engineering Technician(Contractor Site)	3,448
Sr. Naval Architect/Engineering Technician(Contractor Site OT)	345

Sr. Naval Architect/Engineering Technician(Government Site)	9,195
Sr. Naval Architect/Engineering Technician(Government Site OT)	919
Naval Architect/Engineering Technician(Contractor Site)	3,448
Naval Architect/Engineering Technician(Contractor Site OT)	345
Naval Architect/Engineering Technician(Government Site)	9,195
Naval Architect/Engineering Technician(Government Site OT)	919
Jr. Naval Architect/Engineering Technician(Contractor Site)	1,149
Jr. Naval Architect/Engineering Technician(Contractor Site OT)	115
Sr. Draftsman(Contractor Site)	1,149
Sr. Draftsman(Contractor Site OT)	115
Sr. Draftsman(Government Site)	2,299
Sr. Draftsman(Government Site OT)	230
Draftsman(Contractor Site)	4,597
Draftsman(Contractor Site OT)	460
Jr. Draftsman(Contractor Site)	2,299
Jr. Draftsman(Contractor Site OT)	230
Computer Programmer/Scientist(Contractor Site)	1,149
Computer Programmer/Scientist(Contractor Site OT)	115
Computer Programmer/Scientist(Government Site)	4,597
Computer Programmer/Scientist(Government Site OT)	460
Jr. Computer Programmer/Scientist(Contractor Site)	575
Jr. Computer Programmer/Scientist(Contractor Site OT)	57
Logistician(Contractor Site)	2,299
Logistician(Contractor Site OT)	230
Logistician(Government Site)	4,597
Logistician(Government Site OT)	460
Jr. Logistician(Contractor Site)	1,149
Jr. Logistician(Contractor Site OT)	115
Jr. Logistician(Government Site)	4,597
Jr. Logistician(Government Site OT)	460
Training Support Specialist(Contractor Site)	575
Training Support Specialist(Contractor Site OT)	57
Senior Techwriter(Contractor Site)	575
Senior Techwriter(Contractor Site OT)	57
Senior Techwriter(Government Site)	2,299
Senior Techwriter(Government Site OT)	230
Techwriter(Contractor Site)	1,149
Techwriter(Contractor Site OT)	115
Techwriter(Government Site)	2,299
Techwriter(Government Site OT)	230
Graphics Illustrator(Contractor Site)	575
Graphics Illustrator(Contractor Site OT)	57
Graphics Illustrator(Government Site)	2,299
Graphics Illustrator(Government Site OT)	230
Typist/Data Processor(Contractor Site)	2,299
Typist/Data Processor(Contractor Site OT)	230
Secretary(Contractor Site)	1,149
Secretary(Contractor Site OT)	115
Quality Specialist(Contractor Site)	1,149
Quality Specialist(Contractor Site OT)	115
Sr. Analyst(Contractor Site)	575
Sr. Analyst(Contractor Site OT)	57
Sr. Analyst(Government Site)	4,597
Sr. Analyst(Government Site OT)	460
Analyst(Contractor Site)	1,149

Analyst(Contractor Site OT)	115
Analyst(Government Site)	4,597
Analyst(Government Site OT)	460
Jr. Analyst(Contractor Site)	575
Jr. Analyst(Contractor Site OT)	57
Machinist(Contractor Site East Coast)	707
Machinist(Contractor Site East Coast OT)	71
Welder(Contractor Site East Coast)	177
Welder(Contractor Site East Coast OT)	18
Electrician(Contractor Site East Coast)	177
Electrician(Contractor Site East Coast OT)	18
Electronics Technician(Contractor Site East Coast)	88
Electronics Technician(Contractor Site East Coast OT)	9
Engineman/Mechanic (Contractor Site East Coast)	707
Engineman/Mechanic (Contractor Site East Coast OT)	71
Pipefitter(Contractor Site East Coast)	88
Pipefitter(Contractor Site East Coast OT)	9
Shipfitter(Contractor Site East Coast)	88
Shipfitter(Contractor Site East Coast OT)	9
Cabinet Maker/GRP Fabricator (Contractor Site East Coast)	354
Cabinet Maker/GRP Fabricator (Contractor Site East Coast OT)	35
Sheet Metal Worker (Contractor Site East Coast)	354
Sheet Metal Worker (Contractor Site East Coast OT)	35
Painter (Contractor Site East Coast)	88
Painter (Contractor Site East Coast OT)	9
Laborer(Contractor Site East Coast)	354
Laborer(Contractor Site East Coast OT)	35

For Bidding Purposes Only, the offeror shall use the following percentage breakout for the locations of performance of the required services:

Contractor Facilities 40%
Government Facilities 45%
Fleet Operational Sites 4%
Forward-Deployed Sites 1%
Repair/Construction Industrial Sites 10%

SECTION C Descriptions and Specifications

SECTION C - DESCRIPTION/SPECIFICATION**STATEMENT OF WORK****1.0 INTRODUCTION**

The Naval Surface Warfare Center Carderock Division Detachment Norfolk (NSWCCDDN) is a full spectrum research, development, test and evaluation, engineering, logistics, and technical support center for all types of combatant craft, boats and watercraft for the Department of Defense and maritime community. NSWCCDDN is chartered to support component organizations and outside agencies in these areas. NSWCCDDN clients include the U.S. Navy, U.S. Special Operations Command, U.S. Army, U.S. Marine Corps, other DoD elements, U.S. Coast Guard and other non-DoD U.S. Government agencies, and the commercial maritime community.

2.0 SCOPE

This contract is for the acquisition of engineering services in support of the NSWCCDDN mission covering the functional areas of program management and planning, research and development, acquisition engineering, in-service engineering, logistics engineering, and test and evaluation. This is a multi-disciplinary engineering contract including managerial, structural, mechanical, electrical, naval architectural, computer, testing, and logistician services.

Work conducted in support of the NSWCCDDN mission can be generally categorized as Systems Engineering. Systems Engineering is defined as a comprehensive, iterative technical and management process that includes translating operational requirements into configured systems, integrating the technical inputs of the entire design team, managing interfaces, characterizing and managing technical risk, transitioning technology from the technology base into program specific efforts, and verifying that designs meet operational needs. It is a life cycle activity that demands a concurrent approach to both product and process development.

3.0 REQUIREMENTS**3.1 General**

The contractor, under the direction of NSWCCDDN and as specified in each task order, shall furnish the material, services, and facilities (except those furnished by the government under the expressed provisions of the contract) necessary for the accomplishment of this work. Inherent in providing these goods and services, the contractor shall provide the supervision and management necessary for the efficient and effective administration and control of work performed under the contract. The contractor shall ensure adequate resources are dedicated to satisfy the requirements of work assignments as tasked by individual task orders issued under the contract. Work as defined herein is applicable to boats, craft, service craft, PC Class ships, high-speed vessels, and their associated systems, hereinafter referred to collectively as watercraft, or other items as defined.

It is intended that the contract provide the flexibility for standard, urgent, complex or other support situations in fulfillment of the customer's needs. Material is defined as, but is not limited to, design, installation and logistical support documentation, prototype installation items, and production kits that may be required to modernize, alter, or support watercraft. Service is defined as, but is not limited to, providing manpower and equipment to accomplish research, development, design, logistics support, alteration development, modernization, kitting, inspections, testing, storage, and maintenance of watercraft. The performance of these services may be required at contractor facilities, government facilities, fleet operational sites, forward-deployed sites, or repair/construction industrial facilities. The Contractor may be required to work on various projects at several sites simultaneously. Each work site location may require personnel from the various labor categories. The Contractor shall be capable of supporting efforts

nationwide and worldwide. This may include travel for extended periods of time away from the home activity. Conduct of work might be accomplished on watercraft in an operational readiness status. Therefore, scheduling and completion of work are critical. Similarly there could be an inactive period when watercraft material and services or other defined efforts are not required. The contractor shall provide a quick response capability (QRC) meeting unplanned/unscheduled needs in the support of urgent or emergent requirements. Inherent in this responsiveness is the responsibility in providing the required personnel skills necessary to effect satisfactory completion of ordered work.

The Contractor shall provide the necessary materials, services and facilities (except those furnished by the government under the expressed provisions of the contract) when ordered by written work assignments, hereinafter called "task orders" which will be issued under resultant contract by the Contracting Officer, hereinafter called the Ordering Officer, or her/his Designated Representative, hereinafter called the Contracting Officer's Representative (COR). Work performed under this contract will be under the cognizance of the NSWCCDDN. The contractor is responsible for meeting all of the customer's needs as defined in the task order. Work performed under this contract will include:

- ? Program management and planning
- ? Research and development
- ? Acquisition engineering
- ? In-Service engineering
- ? Logistics engineering
- ? Test and Evaluation

3.2 Task A—Program Management and Planning

Program Management for NSWCCDDN is applicable to all phases of program development, from pre-concept exploration to product phase-out of associated watercraft. Planning support is applicable to the strategic execution of the mission of NSWCCDDN.

3.2.1 Program Management

3.2.1.1 Acquisition System. In support of Program Management, the contractor shall evaluate planned or potential watercraft system/equipment/software acquisitions and provide recommendations for the most effective approach. The contractor shall analyze and develop program and acquisition planning documentation and information technology systems tailored to meet the needs of the watercraft system/equipment/software and phase of development. The contractor shall analyze cost, schedule, technological factors, program phase, and directives, specifications, and instructions applicable to the acquisition. The contractor shall provide innovative methods for streamlining the acquisition. The contractor shall develop program and acquisition planning documentation in accordance with directives, specifications, and instructions appropriate to the specific task (i.e. DoD 5000 Series or its replacement). Program and acquisition planning documentation and information technology systems may include:

- ? Mission Needs Statements
- ? Operational Requirements Documents
- ? System Threat Assessments
- ? Intelligence Reports
- ? Integrated Program Summaries
- ? Program Structure Charts
- ? Life-Cycle Cost Estimates
- ? Acquisition Strategy Reports
- ? Competitive Alternatives Sources Analyses
- ? Risk Assessments
- ? Environment Analyses
- ? Affordability Assessments
- ? Cooperative Opportunities Documents

- ? Decision Coordinating Papers
- ? Systems Engineering Management Plans
- ? Development Option Papers
- ? System Requirements Documents
- ? Life Cycle Management Plans
- ? Performance and Functional Specifications
- ? Statements of Work
- ? Sole Source Justifications
- ? Acquisition Streamlining Plans, Presentations and Reports
- ? Program Master Plans
- ? Production Readiness Reviews
- ? Configuration Management Plans
- ? Integrated Logistic Support Plans
- ? Test and Evaluation Master Plans
- ? Monthly Reports
- ? Production and/or Construction Plans
- ? Program and Acquisition Plans
- ? Craft and Boat Support System
- ? Service Craft and Boats Accounting Reports

3.2.1.2 Program and Technical Financial Management. The contractor shall develop program and technical financial management systems and models designed to facilitate the efficient and effective management of resources. The systems shall be designed to use Government Furnished Information (GFI) and to support the analyses specified by the Government. Developed systems shall interface with existing formats and computer resources. The contractor shall design, code and test the product utilizing its own resources prior to installation on the Government systems. Program and technical financial management systems may include:

- ? Cost, Schedule and Technical Performance Management
- ? Financial Systems Planning and Budgeting
- ? Systems and Database Development and implementation, including all aspects of Standards, Protocols and Interface Support
- ? Economic and Life Cycle Cost Analysis
- ? Cost Estimating and Completion Analysis
- ? Price/Technical Trade-off Analysis and Source Selections

In addition, the contractor shall develop technical performance measurement tools, in accordance with the Defense Systems Management College Systems Engineering Management Guide, for automated tools. The contractor shall install them on the Government's computer system(s). The tools shall provide the Project Office with the capability to evaluate the values achieved through the planned technical program effort; to measure the difference between the achieved and the allocated values to the program element; and to determine the impact of these variances.

3.2.1.3 Cost Analysis and Modeling. The contractor shall provide cost effectiveness assessments and cost benefits analyses to determine the value of technical efforts and projects. These assessments and analyses shall include life cycle and trade-off costs. For use in the development of cost analysis the contractor shall utilize design-to-cost models, life cycle cost models, and sensitivity-analysis cost models.

3.2.2 Planning

3.2.2.1 Strategic Planning. In support of Strategic Planning, the contractor shall consider the short and long-range goals of NSWCDDN and review trends and technological opportunities directly and indirectly applicable to current and strategic NSWCDDN issues. The contractor shall analyze these trends and opportunities, and provide

recommendations regarding their potential for implementation within the private sector or within Government Agencies. The contractor shall identify threats, needs, risks, advantages, and disadvantages of potential areas of opportunity. The contractor shall support the promotion of potential market areas by developing presentation, materials, attending meetings, conferring with appropriate personnel and organizations, preparing briefs as required, and developing agendas, meeting minutes, and action item lists.

The contractor shall facilitate and support the strategic management process in order to meet the business requirements of the twenty-first century. The contractor shall perform the following functions:

- ? Preliminary planning and groundwork, such as definition of objectives, identification and evaluation of mandates, and identification of stakeholders.
- ? External environment studies to analyze market forces/trends, customers and competitors.
- ? Internal environment studies to identify resources, determine relevance of present strategy, and to assess current performance.
- ? Development of strategy, to include consideration and prioritization of issues, development of organizational vision and mission, and identification of viable alternatives.
- ? Planning implementation, to include ongoing assessment and feedback of progress.

3.2.2.2 Business Process Improvement. To keep pace with the rapidly developing global market, the contractor shall provide the guidelines, approaches, tools and techniques to plan and conduct Business Process Improvement (BPI) projects in a broad range of business situations. This continuous improvement process shall focus on the customer base of NSWCCDDN and include more efficient and effective policies, processes, organizations, information technologies and physical infrastructures.

The contractor shall focus on the redesign of existing business to achieve dramatic improvements in critical, contemporary measures of performance, to include cost, quality, service and speed. Initial targets of improvement shall be the business objectives, including customer service fulfillment, finance and reporting, operations, information, technology management, and new product and system development. BPI approaches may include:

- ? Operation Reviews
- ? Performance Assessment and Measurement
- ? Organizational Change Management
- ? Facilities Sizing
- ? Optimization
- ? Simulation
- ? Automation Hardware/Software Assessment
- ? Quality Programs/TQM/ISO9000 series

3.3 Task B—Research and Development

Conventional and unconventional watercraft of various sizes are expected to play a critical role in “Sea Power 21,” the Chief of Naval Operations vision for naval transformation in the 21st century. Three overarching operational concepts embody this vision: “Sea Strike,” “Sea Shield,” and “Sea Basing.”

Within “Sea Strike” small watercraft will offer highly maneuverable, stealthy platforms capable of persistent intelligence, surveillance, and reconnaissance (ISR) operations in both manned and unmanned scenarios including autonomous operations. With the cascaded deployment of unmanned vehicles and ISR sensors small watercraft will evolve into a vital naval asset connecting command and control elements with timely intelligence from the forward battlespace across the joint and national command and control network providing prompt and precise battlespace awareness at any time and in any weather.

Small watercraft will also play a vital role in the successful implementation of the “Sea Shield” transformational capability of littoral sea control. Deployment of a small watercraft engineered with modularity for multi missions

such as mine countermeasure, anti-submarine warfare, or defeating fast enemy surface combatants (SWARM), will help to achieve the objective of joint force access and freedom of maneuver from the sea base.

New-generation high-speed cargo transport vessels continue to emerge on the international maritime scene. These vessels offer opportunities within the “Sea Basing” transformational concept to effect rapid projection of combat logistic materiel from the sea. Development of higher cargo carrying capacity high-speed vessels will be essential. Development of innovative lighterage and landing craft technologies will result in accelerated deployment and employment times during logistic supply operations.

3.3.1 Transformational Technology

In support of the “Sea Power 21” vision for naval transformation, the Contractor shall perform basic and applied research and development dedicated to the advancement of watercraft capabilities and their ability to support the “Sea Strike,” Sea Shield,” and Sea Basing” operational concepts. This may include operational needs in the areas of Homeland Defense, Force Protection, Naval Special Warfare, Naval Coastal Warfare, Marine Expeditionary Forces, Army Rapid Deployment Forces, and Army Force Projection, including military operations in high threat environments throughout the world. Focus areas will include advancing the state of the art in areas such as:

- ? Advanced materials and methods of construction to include composites, metals, and alternative construction techniques in the areas of welding, gluing and riveting.
- ? New hull forms for the purpose of shock mitigation, more stable platforms for weapons, higher speeds, and multi-mode unmanned vehicles (above the surface, on the surface, and below surface).
- ? Modular design concepts for multi-missions.
- ? New propulsion systems that would be more energy efficient, reduce wakes, incorporate alternative fuels, achieve higher speeds, be more maneuverable in close quarters environment, be more reliable for unmanned vehicles, and incorporate multi modes to include above, on, and below the surface, operating from the water, through the surface, and over the beach.
- ? Reducing craft signatures in the areas of radar cross section, electro-optical, visual and infra-red, and acoustic through means of shaping, integration of retractable components, conformal antennas incorporation of light filtering, and camouflaging through covers and paint systems.
- ? Improved integration of command, control, communications, computers, intelligence, surveillance, and reconnaissance systems into watercraft for manned and unmanned and autonomous operations.
- ? Craft Improvement Program (CIP): Topic areas either requested from the fleet or offered from within the government.

3.3.2 Operations Research

The contractor shall provide technical and operations research for projects that vary widely in nature and complexity. A clear understanding of all tactical and technical implications of the project, human and equipment capabilities and limitations, target defenses and vulnerabilities, available support assets, tactical mobility requirements, command and control, and mission planning, preparation and training is necessary. This research may include:

- ? Existing Tactics
- ? Tactical Development and Evaluation
- ? Plans and Policy Review
- ? Operations Research and Analysis
- ? Warfare Systems Analysis
- ? Historical Archives Research
- ? Field Tests of Tactics and Procedures

The contractor shall organize the data gathered during research into working papers, issue papers, point papers, and/or formal reports. End product may include formulation of policy, doctrine, tactics and procedures, as well as articles suitable for publishing for tactical publications (TACMEMOS; TACNOTES; Tactical Bulletins), Naval Warfare Publications, and Joint Warfare Publications.

3.4 Task C—Acquisition Engineering

The contractor shall provide systems and design engineering support to assist in the effective application of scientific and engineering efforts to transform validated operational needs into thoroughly defined system configurations through a documented process of requirements definition, functional analysis, synthesis, optimization, design, and evaluation in support of watercraft acquisition under the Defense Acquisition System DoD 5000 Model.

3.4.1 Systems Engineering

The contractor shall provide support within any element of the systems engineering discipline. This includes specialty-engineering expertise as required. Specialty engineering may include:

- ? Quality
- ? Logistics
- ? Testability
- ? Producibility
- ? System Safety
- ? Transportability
- ? Standardization
- ? Human Factors
- ? Manning Analysis
- ? Value Engineering
- ? Computer Modeling
- ? System Certification
- ? Environmental Effects
- ? Survivability/Hardness
- ? Computer Software/Systems
- ? Systems Requirements Analysis
- ? Operational Performance Analyses
- ? Reliability, Maintainability, Availability
- ? Electromagnetic Compatibility/Interference

3.4.1.1 Feasibility Studies. The contractor shall perform feasibility studies for current or new technologies applicable to watercraft and maritime technologies. This may include the identification of possible solutions to meet a need, the screening of alternatives, the selection of a preferred approach, assessing system performance characteristics (modeling and physical test and evaluation), and designing possible alternatives (modeling, breadboards, prototypes, engineering development models, etc.). The contractor shall evaluate alternatives using factors such as technical performance, reliability and maintainability, cost, schedule, and supportability.

3.4.1.2 Market Research. The Contractor shall conduct market research in support of the acquisition engineering process. Market research is a process for gathering data on watercraft and their equipment/systems characteristics, suppliers' capabilities and the business practices that surround them. It includes the analysis of that data to make acquisition decisions. The Contractor shall report the results of market research such that the information can be used to help shape the acquisition strategy, to determine the type and content of the watercraft description or statement of work, to develop the support strategy, the terms and conditions included in the acquisition contract, and the evaluation factors used for source selection.

3.4.2 Design

The contractor shall perform a variety of maritime technology functions that are dependent on the type of system and the extent of new development necessary. The contractor shall be expected to perform design functions as well as performing independent verification and validation of products developed by other activities. The contractor

shall provide technical support that includes a mix of marine engineering disciplines including naval architecture, mechanical engineering, electrical/electronic engineering, software engineering, and related engineering. The Contractor shall perform design efforts normally associated with marine engineering tasks needed to effect watercraft design, developmental test, and evaluation. These efforts may include engineering calculations and analyses, computer modeling, theoretical design, operational requirements documentation, drawing development (concept, contract, and construction), specification development (performance and detailed), test and evaluation plans, developmental test plans, technical information/data packages, etc. Information systems support and experimental equipment support services may also be required. The contractor shall provide technical and operational support from a total systems approach. Systems support shall be organized in depth, contain mutually supporting elements, and be coordinated to prevent gap or overlap in responsibilities and performance.

3.4.2.1 Naval Architect Design. Inherent is knowledge and ability in hull design, hydrodynamics, stability, mass properties, arrangements, and structures for watercraft. An expertise in materials (i.e. steel, aluminum, fiber-reinforced plastic (FRP), and wood) is necessary.

3.4.2.2 Mechanical Design. Inherent is knowledge and ability in marine propulsion and auxiliary equipment and systems integration design, thermodynamics, fluidics, mechanics of mechanisms and structures, failure analysis, systems dynamics, and properties of materials.

3.4.2.3 Electrical/Electronic Design. Inherent is knowledge and ability in marine electrical and electronic equipment and systems integration design; power generation, conversion, and distribution; illumination; interior/exterior communications; navigation; control systems; networks; and other electronics.

3.4.2.4 Software Design. Inherent is knowledge and ability with systems analysis techniques for local and wide area networks, stand-alone computer systems, and related peripheral equipment. The contractor shall be capable of designing and reviewing software developed in any of the languages currently used.

3.4.2.5 Related Engineering Design. The contractor shall perform functions related to marine engineering including development of functional and reliability block diagrams, reliability, availability, and maintainability allocations and predictions, human factors engineering, safety engineering, environmental analysis, engineering economics, etc. The contractor shall analyze overall systems design and prepare system and component specifications, and define quantitatively and qualitative parameters.

3.4.3 Model / Prototype Design and Fabrication

The contractor shall provide the materials, equipment and services necessary to fabricate, and assemble breadboards, prototypes, engineering-development models, and advanced development models as required supporting NSWCCDDN tasks. These prototype models will be used to determine feasibility or provide proof of concept, validate watercraft design efforts and access producibility. These systems will be evaluated to form the basis for production design decisions.

3.4.4 Surveys and Assessments

The acquisition of equipment and watercraft require necessary and careful monitoring of the vendor or production yard performing the construction or testing to ensure that contract specifications are adhered to, that cost is carefully controlled, and that schedule is maintained. The contractor shall provide independent surveys, assessments, and analyses that include verification of acquisition process, assistance in specification and change development, and final testing of equipment or watercraft.

The contractor shall support production and/or construction efforts contracted by NSWCCDDN or other activities associated with NSWCCDDN. This support may include assisting the Government with hardware/software contractor site surveys, reviewing hardware/software contractor quality assurance and production capabilities, identifying potential vendor/contractor sources, source selection, and reviewing/observing acceptance and qualification of final products.

3.5 Task D—In-Service Engineering

The contractor shall provide systems and design engineering support to assist in the effective application of scientific and engineering efforts to transform validated performance improvement and ownership cost reduction efforts into thoroughly defined system modifications/alterations through a documented process of requirements definition, functional analysis, synthesis, optimization, design, and evaluation in support of watercraft In-Service Engineering under the U.S. Navy Fleet Modernization Program (FMP) (ref: NAVSEA SL720-AA-MAN-010) as tailored for watercraft by NSWCCDDN (or other military/government agency equivalent watercraft sustainment program).

3.5.1 General

An alteration is any change in the configuration of a system, equipment, machinery, hull or fitting of a watercraft. This includes any change in design, type of material, quantity, location, or the relationship of component parts of an assembly regardless of whether it is undertaken separately from, incidental to, or in conjunction with repairs. The term "alteration" is in general accordance with the requirements of NAVSEA Tech Spec 9090-310 as addressed herein and in individual task orders.

An Alteration Installation Team (AIT), as defined herein, is a group of personnel under the cognizance of NSWCCDDN that is trained, equipped, tasked and funded to accomplish specific alterations on specific watercraft. The team may consist of any combination of military, civilian, or contractor personnel. The AIT is responsible in general accordance with the requirements of NAVSEA Tech Spec 9090-310 as addressed herein and in the task order for its application to watercraft.

3.5.2 Alteration Development

The Contractor shall perform design and management efforts normally associated with marine engineering tasks (previously defined under "Acquisition Engineering") needed to effect change in watercraft performance (improved or new/different capability) and-or reduction in ownership cost through thoroughly defined system modifications/alteration packages. Alteration packages may consist of Liaison Action Records (LAR), Justification/Cost Forms, Boat/Craft/Ship Alteration Records (BOATALT, CRAFTALT, SHIPALT), and installation drawings. The content of alteration package elements shall meet the requirements of NAVSEA SL720-AA-MAN-010, or as otherwise specified in the specific task order. The Contractor shall provide marine engineering design capabilities in support of alteration development similar to the design services listed under "Acquisition Engineering" above.

The Contractor shall include testing and evaluation requirements in all alteration documentation for the modified systems/components. This may include the following items:

- ? Electrical
 - ? Proper continuity in cables and correctness of electrical hookup;
 - ? Proper bonding, grounding, and shielding of cables and equipment;
 - ? Proper input and output voltage levels;
 - ? Proper insulation resistance of each cable;
 - ? Proper polarity/rotation of motors;
 - ? Proper use of cable/wiring installation methods;
 - ? Ensuring kick pipes and stuffing tubes used for all penetrations of decks and watertight bulkheads maintain appropriate integrity of damage control boundary
 - ? Inspection for chafing at penetrations of non-watertight bulkheads
- ? Hull
 - ? Air test, water test and chalk testing of water tight accesses or compartment closures
 - ? Non-destructive testing of weld joints
 - ? Validity of gas free certificate prior to welding

- ? Proper isolation of dissimilar metals
- ? Mechanical
 - ? Hydrostatic pressure test of piping and pressure vessels
 - ? Alignment of rotational components (e.g., shaft alignment)
 - ? Unobstructed flow verification of piping systems
 - ? Static and dynamic testing of deck machinery and weight handling equipment
 - ? Flow rate of air and ventilation systems
 - ? System operational tests (e.g., cooling and heating systems, propulsion trials, etc.)

3.5.3 Alteration Installation

The contractor shall provide the necessary facilities, equipment, tools and personnel skills to accomplish hull, mechanical, and electrical alteration installations. These installations shall include, but are not limited to, all systems, equipment, and components of watercraft or other items as identified.

3.5.3.1 The contractor shall conduct pre-alteration site surveys, as tasked in the task order, identifying situational impediments between the general technical documentation and the specific physical and environmental conditions prior to alteration commencement. (Note: NSWCCDDN will arrange and coordinate all such visits.) Necessary information obtained during the site survey shall be provided in adapting the technical documentation to the specific work. The contractor shall provide an engineering-led expertise in support of pre-alteration site surveys.

3.5.3.2 The Contractor shall provide engineering-based AIT leadership. Conduct team leader meeting with NSWCCDDN installation manager in accordance with the task order schedule prior to an installation. The team leader shall prepare a draft schedule depicting progress of daily installation and cost expenditures prior to team leader meeting. Team leader shall be prepared to discuss all aspects of installation including material status, shipping schedule, funding status, installation requirements, and safety concerns.

3.5.3.3 The contractor shall provide the necessary facilities to pre-fabricate parts and components, assemble, stage, and distribute material to the job site. All tooling required for pre-fabrication or installation shall be provided.

3.5.3.4 The Contractor shall provide necessary administrative and logistics support at installation site for team and Government personnel which may include standard office setup with telephones, fax machine, copy machine and computers, local material purchasing capabilities, and special installation requirement coordination when required by a specific task order.

3.5.3.5 The Contractor shall provide portable workshops as required to support the team. A portable workshop is considered to be any temporary structure that can be placed near the place of work performance, which provides space, storage and equipment necessary to accomplish the task. The Contractor shall provide the necessary tools, equipment and maintenance for the portable workshops required in accomplishing the task.

3.5.3.6 The Contractor shall rehabilitate spaces disturbed by the installation to original or equivalent condition, which includes, but is not limited to cleaning, preparing, priming and painting new and/or disturbed surfaces to match surrounding areas; and replacing all deck coverings, insulation or lagging damage incidental to installation. Replacement material shall match existing styles, colors and grades unless otherwise specified in the task order.

3.5.3.7 The Contractor shall prepare and install applicable labels/tags for all HM&E systems installed. Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets, or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings as identified under individual task orders. To the extent identification marking of such parts is not specified, markings shall be in accordance with generally accepted Government or commercial practice.

3.5.4 Watercraft Rehabilitation Engineering Support

The rehabilitation/overhaul of equipment and watercraft require necessary and careful monitoring of the vendor or production yard performing the overhaul, repair, or testing to ensure that contract specifications are adhered to, that cost is carefully controlled, and that schedule is maintained. The contractor shall provide on-site support to oversee watercraft rehabilitation/overhaul performance. The contractor shall provide the necessary personnel skills to accomplish hull, mechanical, and electrical system rehabilitation inspections and surveys including: pre-overhaul, in-process, and testing/trials. The contractor shall develop inspection reports, work specifications, test procedures, test reports, and progress reports.

3.5.5 Prototype Installation

The contractor shall provide for all aspects of prototype installations. A prototype installation, as defined herein, is an alteration providing a capability on a temporary basis during evaluation in support of research, development, test and evaluation, or other requirements. Prototype models will be used to determine feasibility or provide proof of concept, validate combatant craft design efforts, and access its producibility. The purpose of this effort is for the contractor to partner and/or team with the Government to correct, improve or otherwise validate the installation safety and technical adequacy. The contractor is to perform the installation per the task order and provide feedback comments, input, marked-up technical information, marked-up drawings such that future installations will result in best value to the Government. The team shall notify the Government should problems exist prior to performing the installation where the direction will result in costly mistakes.

3.6 Task E—Logistics Engineering

3.6.1 General

The contractor shall provide Integrated Logistics Support (ILS) for a variety of watercraft programs and technology insertion projects. This support shall include the analysis, development, review, maintenance, and tracking of system and equipment logistics support planning, maintenance, training and documentation. The contractor shall participate in logistics associated conferences and meetings to present concerns, making recommendations and gathering additional data as required. Examples of meetings include:

- a. Program Reviews
- b. Integrated Logistics Management Team (ILSMT) Meetings
- c. In-process Reviews (IPRs)
- d. Quarterly Program Reviews (QPRs)
- e. Technical Interface Meetings (TIMS)

The contractor shall perform research, maintenance and update of the various watercraft system Program Support Data (PSD) in the PSD Automated Reporting and Tracking System (PARTS) for the assigned hardware.

The contractor shall provide engineering, technical and analytical support for all ILS disciplines and elements. Specific examples are listed below.

3.6.2 Technical Data

The contractor shall support the development, update, conversion, and/or review of Technical Manuals (TMs). The objective of this sub-task is to provide a more effective way of supporting the end user in the operation and maintenance of installed watercraft equipment. To this end, the contractor shall suggest innovative ways to improve the development, delivery, and maintenance of such technical data products.

3.6.2.1 The contractor shall support development of conventional hardcopy technical manuals, and development of Interactive Electronic Technical Manuals (IETMs) up to and including Level 4 in accordance with applicable Technical Manual Contract Requirements (TMCR) and the Statement of Work (SOW) for the specific Task Order. Developed technical manuals shall be in accordance with the output format specified in the individual Task Order.

3.6.2.2 The contractor shall support conversion of existing manuals or Commercial-Off-The-Shelf (COTS) manuals to electronic format and shall support the IETM Level and output format specified in the individual Task Order.

3.6.2.3 The contractor shall support update of technical manuals as identified in Technical Manual Deficiency Reports (TMDRs), engineering changes, or other requirements as specified in the individual Task Order.

3.6.2.4 The contractor shall support review of COTS technical manuals for accuracy and completeness to standards specified in the individual Task Order.

3.6.2.5 The contractor shall support development and production of electronic or non-electronic media as specified in the SOW; media types include hardcopy, CD-ROM, DVD-ROM, and ATIS compatible. All media delivered shall be compatible with and executable by system hardware and operating systems as specified in the individual Task Order.

3.6.3 Supply Support

The contractor shall develop, review, update, and maintain complete supply support documentation. The contractor shall be responsible for analyzing maintenance plans, engineering drawings, reliability data, level of repair, and scheduled maintenance data in support of the provisioning process. The contractor shall identify spare parts requirements, perform inventory management, and determine lead times.

3.6.3.1 The contractor shall perform physical validation of watercraft and/or equipment to determine actual equipment configuration. Validation results shall conform to requirements as specified in the individual Task Order. Validation results will typically be in a format and data content sufficient to update the Ship's Configuration and Logistics Support Information System (SCLSIS) database via the Configuration Data Manager's Database – Open Architecture (CDMD-OA) interface, or as otherwise directed.

3.6.3.2 The contractor shall develop, update, and maintain complete supply support documentation in the form of Provisioning Technical Documentation (PTD) and supporting Data For Provisioning (DFP) packages. The Contractor shall maintain the resulting Allowance Parts Lists (APLs) or Allowance Equipage Lists (AELs) required due to hardware procurement, Design Change Notices (DCN), field change bulletins (FCB) or from other engineering or configuration changes. PTD packages shall be developed in accordance with applicable standards and/or instructions as identified in the individual Task Order.

3.6.3.3 The contractor shall provide PTD in formats and media specified in the individual Task Order. ICAPS-CS is the required software format for navy applications, and Power Log is the required software format for Army applications.

3.6.3.4 The contractor shall procure miscellaneous parts and equipment to support watercraft equipment and installations.

3.6.4 Maintenance Development and Support

The contractor shall perform independent analysis and technical studies and provide engineering and technical services in the area of mission related maintenance engineering.

3.6.4.1 The contractor shall perform maintenance planning tasks such as maintenance and material management (3M); planned maintenance system (PMS) development; level of repair analysis (LORA), maintenance concept formulation, and identification of corrective and preventive (scheduled) maintenance procedures. The contractor shall develop, review and / or update maintenance procedures in formats and to specifications described in the individual Task Order. The contractor shall review and update current analysis guides and maintenance assessment procedures and prepare new documents for in-service updates and new equipment. The contractor shall review and update existing maintenance management and planning documents.

3.6.4.2 The contractor shall be capable of perform, review, and-or analyze the reliability and maintainability predictions and allocations; reliability program plans; reliability improvement/growth programs; failure reporting, analysis, and corrective action system; failure modes, effects, and criticality analysis (FEMCA); use/develop analytical models as necessary to perform these tasks. The contractor shall perform Reliability, Maintainability and Availability (RMA) analysis and / or trend analysis for watercraft systems or equipment. The contractor shall research commercially available predictive/condition based diagnostics and applications that can be integrated with existing systems that will achieve new efficiencies in preventive and / or corrective maintenance and produce a positive return on investment on lifecycle resource investment.

3.6.5 Design Interface

The contractor shall provide design interface and analysis in order to relate all design characteristics to system support characteristics. The interface includes the development of technical planning data, life cycle cost analysis and return on investment studies.

3.6.6 Training and Training Support

The contractor shall develop processes, techniques and equipment as necessary to support training or training development for watercraft and watercraft systems/equipment. The contractor shall provide operator and maintenance training support for installed watercraft systems and technology upgrades. This task encompasses planning, analysis, coordination, development, review and maintenance of various watercraft systems and associated interface systems. Specific support may include the development of training program plans, requirements and documentation via software (HTML, SGML, or XML as specified in the task order) and hard copy, and development and maintenance of Interactive Multi-media Instructional (IMI) materials as specified by the task order, this SOW and applicable CDRLs. IMI products delivered under this sub-task must be compliant with latest Navy standards and be fully compatible with web-based delivery. Training support shall include potential application of distributed modeling and simulation for training utilizing Distributed Interactive Simulation and-or DoD High Level Architecture (HLA) capable of modeling deployment activities for various platforms. This may include:

- Development/update of Navy Training Support Plans (NTSPs).
- Analysis of equipment for scope of training requirements.
- Vendor interface for identification or procurement of training aids or assets.
- Interface with commercial entities for evaluation and /or implementation of training courses.

3.6.7 Manpower and Personnel

The contractor shall evaluate systems or equipment in order to identify military or civilian personnel requirements with the skill levels and grades required to operate and support said system or equipment throughout its service life in peacetime and wartime environments.

3.6.8 Packaging, Handling, Storage and Transportation

The contractor shall provide support to define and document the requirements, resources, processes, procedures, design considerations, environmental considerations, and methods necessary to ensure that all watercraft, systems, equipment, and support items are preserved, packaged, handled, and transported properly.

3.6.9 Support Equipment

The contractor shall provide support for the equipment (mobile or fixed) required to support the operation and maintenance of watercraft systems and equipment. This includes associated multi-use end items, ground handling and maintenance equipment, tools, metrology and calibration equipment, and test equipment.

The contractor shall identify and/or analyze the requirements for general-purpose support equipment (GPSE) and special-purpose support equipment (SPSE) in support of NSWCCDDN operation and maintenance functions. The contractor shall include common support equipment, and special support equipment for both mechanical and

electrical/electronic systems. This includes the analysis of handling and maintenance, repair, and built-in-test and diagnostics for hardware and software.

3.6.10 Facilities

The contractor shall provide support for any real property (structure, building, utility system, etc.) necessary to support a watercraft and watercraft systems. This includes permanent, semi-permanent, or temporary real property assets required to support the system, including conducting studies to define facilities or facility improvements, locations, space needs, utilities, environmental requirements, and real estate requirements.

3.6.11 Configuration Management

The contractor shall provide full spectrum configuration management (CM) support for watercraft total lifecycle. This includes development of CM Plans, configuration item identification, physical and functional audits, configuration status accounting, and engineering change proposal development, evaluation and processing.

3.6.12 Management Information System Support

The contractor shall install, maintain and manage Government-owned Management Information System (MIS) resources. Spare parts evaluation and procurement, associated with upgrades, augmentations and new initiatives shall also come under the purview of the contractor. The contractor shall ensure that the equipment is installed and maintained in a manner that is consistent with local and national codes and manufacturer's recommendations. The contractor shall provide on-site database support to Government/private sector personnel that are performing database selection, writing, input, maintenance, retrieval and training. The contractor shall also perform these functions (selection, writing, input, maintenance, etc.) as required.

3.6.13 Boat Inventory Management Support

The contractor shall provide services for overall boat inventory management including stock boat management, boat acceptance testing and inspection, boat fleet introduction, and technical support for inventory management. The Contractor shall provide inventory management of boats from pre-delivery through post-disposal management services, including Quasi-Title and Certificate of Build documentation. The Contractor shall manage overall boat location and shall validate boats in-service throughout the world, afloat and ashore, including discrepancy reporting and Service Craft And Boat Accounting Report (SABAR) updates utilizing the Craft and Boat Support System (CBSS). The Contractor shall provide support services to boat warehouse activities (e.g., damage reports, boat asset monitoring and reporting, evaluating systems condition of boats in storage, stock (storage) facility boat asset management at stock points including boat inspections, boat condition evaluation and reporting, destination and required delivery date management, shortage reporting, etc.).

3.7 Task F—Test and Evaluation

3.7.1 General

The contractor shall support designated tests, trials, and evaluation as tasked in the task order. Test and evaluation support may be required during research and prototype development, low rate initial production, full rate production, and in-service / sustainment periods of watercraft and watercraft systems lifecycle. Testing and evaluation may include performance demonstrations, operational demonstrations, maintenance demonstrations, reliability testing, software Beta testing, supportability testing, and independent verification and validation. The support for testing may consist of:

- ? Test procedure development
- ? Test preparation
- ? Test performance
- ? Test results analysis

? Test results reporting

3.7.2 Test Procedure Development

The contractor shall develop procedures for conducting testing and evaluation. Types of procedures may include Test and Evaluation Master Plans, Developmental Test Plans, Operational Test Plans, Specialty Test Plans (e.g. reliability, maintenance demonstrations, technical manual validation, etc.), and proof tests. The contractor shall perform all functions necessary to successfully complete test planning documentation. This includes identification of prerequisites and safety precautions; identification of test steps, objectives and thresholds to be achieved; identification of pass-fail criteria for all applicable steps; identification of support resources required to conduct the test (e.g. instrumentation, sites, personal, hardware/software, funding, etc.); identification of evaluation methods and data reduction techniques; identification of test reporting requirements; identification of failure feedback mechanism; and identification of test sequencing and scheduling.

3.7.3 Test Preparation

The contractor shall locate appropriate test sites and acquire or assist in acquiring access to the test site(s); locate, acquire, and setup instrumentation, sensors, test ranges, etc.; and provide logistical resources. Logistical resource support may include pre-test training, calibration of test instrumentation, maintenance of instrumentation and software during data collection, test performance, location and acquisition of spare parts, and transportation/shipment of test instrumentation/software/hardware.

3.7.4 Test Performance

The contractor shall perform the requirements of approved test procedures. This may include test director responsibility, data recording, reading instrumentation, inspections, evaluation of raw data, and recommendations for re-test/failure recovery. Similar efforts may be required of the contractor in a supporting role when tests are being conducted by other activities.

3.7.5 Test Results Analysis

The contractor shall analyze the results of collected data including failure or other feedback reports, apply appropriate evaluation techniques, reduce data as necessary, identify trends (repeated failures, anomalies, deficiencies, etc.), and make conclusions and recommendations regarding these testing and evaluation results. Conclusions and recommendations may necessitate re-evaluation of thresholds and objective parameters established by operational requirements and test planning documentation, redesign of all or portions of the hardware/software, and recommendations for passing, failing, or conditionally passing entire object under test.

3.7.6 Test Results Reporting

The contractor shall develop reports documenting the conduct of testing and evaluation and all results. These reports shall be written to a level of detail appropriate to the test at hand. Test reports shall include information relative to general test methodology employed, tests conducted, raw and/or reduced data collected, results, conclusions, recommendations, and summaries. Test reports shall follow a format as specified in the task order.

4.0 QUALITY CONTROL

Quality Control (QC) Program – The contractor shall conduct all work in accordance with a formal and documented quality control program applicable to all types and phases of engineering support covered in this contract.

The quality of all services rendered in execution of this SOW shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding all licenses required by law.

5.0 STANDARDS/SPECIFICATIONS/REFERENCES

Standards and specifications controlling individual tasks will be identified in each task order and may include:

- ? DoDD 5000.1 The Defense Acquisition System
- ? DoDI 5000.2 Operation of the Defense Acquisition System
- ? American Bureau of Shipping Codes, Guides and Practices
- ? United States Code of Federal Regulations Title 46 Shipping
- ? American Boat and Yacht Council Recommended Practices and Standards
- ? Institute of Electrical and Electronic Engineers
- ? American Society of Mechanical Engineers Codes and Standards
- ? American Society of Heating, Refrigerating and Air Conditioning Engineers Handbook of Fundamentals
- ? Society of Automotive Engineers
- ? American Institute of Steel Construction
- ? American Society for Testing and Materials Specifications
- ? American Welding Society
- ? United States Coast Guard Pamphlet CG 169 Navigation Rules, International Inland 72 COLREGS
- ? NAVSEA Standard work items
- ? Standard Specifications for U.S. Navy Craft
- ? Naval Ships Technical Manual (NSTM) series
- ? NAVSEA Fleet Modernization Program Management and Operations Manual
- ? DOD-STD-2003 (NAVY) Electrical Plant Installation Standard Methods for Surface Ships and Submarines
- ? MIL-STD-461 Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment
- ? MIL-STD-1310 Shipboard Bonding, Grounding, and Other Techniques for Electromagnetic Compatibility and Safety
- ? MIL-STD-22 Welded Joint Design
- ? MIL-STD-1689, Fabrication, Welding and Inspection of Ships Structure
- ? NAVSEA T9008-B4-MAN-010 Inspection and Repair Manual for Fiber Reinforced Plastic Boats and Craft
- ? NAVSEA 0900-LP-060-4010 Fabrication, Welding and Inspection of Metal Boat and Craft Hulls
- ? NAVSEA TO300-AU-SPN-010 Fabrication, Welding and Inspection of Small Boats and Craft, Aluminum Hulls
- ? United States Army Regulation AR 70-38 Research, Development, Test and Evaluation of Material For Extreme Climatic Conditions
- ? Watercraft Construction Drawings (as-built)
- ? BOATALT, CRAFTALT or SHIPALT Record or Liaison Action Record (LAR) for Alteration Installation Teams

Other documents not listed above may also be invoked, as required, for individual task orders.

6.0 PERSONNEL QUALIFICATIONS

6.1 General

The contractor shall be responsible for employing technically qualified personnel to perform the tasks to be ordered hereunder. The contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the contract specification requirements. The work history of each employee must contain experience directly related to the task and functions he/she intends to perform under this contract.

The Government reserves the right, during the life of this contract, to request work histories on any contractor employee for purposes of verifying compliance with this requirement. Personnel assigned to or utilized by the contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth herein, and be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner.

If the contracting officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

7.0 TECHNICAL CONFERENCES/REVIEW MEETINGS

Contractor and Government representatives shall meet monthly or as required by the government, for the duration of the contract to review the Contractor's performance in providing services under this contract. The contractor shall provide Program Progress Report as specified on the DD Form 1423, CDRL A001.

Contractor personnel shall be available for informational meetings with technical personnel at NSWCCDDN or at the Contractor's facility to discuss the direction, progress, results, and/or problems that occur during the performance of each task order placed under this contract.

8.0 DELIVERABLES (DATA REQUIREMENTS):

The basic Data Requirements List (DRL) requirements are provided in Exhibit A, attached hereto. Data requirements are to be tailored for each particular task order. The deliverables and DRL requirements for each individual task order will be identified by the Government as a part of each task order and shall be a requirement of that particular task. DRLs identified below with an asterisk are required throughout the life of the contract whether or not they are uniquely identified in a specific task order. If additional CDRLs are required for a specific task, the requirement and the appropriate Data Item Description (DID) will be provided as attachments to the task order.

*A001	DI-MGMT-80555	PROGRAM PROGRESS REPORT (MONTHLY STATUS REPORT)
A002	DI-MGMT-80368	STATUS REPORT (CONTRACTOR LEADER MEETINGS AND STATUS REPORTS)
A003	DI-ILSS-80521	MATERIAL STATUS REPORT
A004	DI-MGMT-80368	STATUS REPORT (ALTERATION INSTALLATION TEAM FINAL FINANCIAL REPORT)
A005	DI-MGMT-80894A	SOURCE/VENDOR LIST (INDEX OF PURCHASE ORDERS)
A006	DI-MISC-80711	SCIENTIFIC AND TECHNICAL REPORT
A007	DI-ADMN-81373	PRESENTATION MATERIAL
A008	DI-NDTI-80603	TEST PROCEDURE
A009	DI-MISC-80678	CERTIFICATION/DATA REPORT
A010	DI-SESS-81001B	CONCEPTUAL DESIGN DRAWINGS
A011	DI-SESS-81002B	DEVELOPMENT DESIGN DRAWINGS AND ASSOCIATED LISTS
A012	DI-SSES-81000B	PRODUCT DRAWINGS AND ASSOCIATED LISTS
A013	DI-SSES-81003B	COMMERCIAL DRAWINGS
A014	DI-SDMP-81493	PROGRAM-UNIQUE SPECIFICATION DOCUMENTS

9.0 GOVERNMENT FURNISHED INFORMATION (GFI) AND MATERIAL (GFM)

Any required Government Furnished Information will be provided as an attachment to the appropriate Task Order.

The Government may furnish some material under this contract. Any GFM to be furnished shall be identified in individually placed task orders.

10.0 SECURITY

The Department of Defense Contract Security Classification, DD Form 254 (see attachments), itemizes the security classification requirements for this contract. The work to be performed under this contract shall involve access to, and handling of, classified material up to and including SECRET.

Accordingly, the contractor shall have or obtain a Facility Security Clearance, provide classified storage capability, and obtain security clearances on certain key personnel, and conceivable other personnel performing under the contract. An applicable DD Form 254, Contract Security Classification Specification, shall be issued with each task order under the contract whenever the basic DD 254 does not provide sufficient classification guidance.

The contractor shall provide clearance information data to NSWCCDDN prior to task order start date. Data to include list of all contractor personnel supporting the task, social security numbers, addresses, citizenship, and level of clearance.

11.0 CONTRACTOR FACILITIES

The contractor shall have a functioning main office within proximity of Gate 1 of the Naval Amphibious Base Little Creek, VA that enables timely and efficient routine visits between contractor personnel and government personnel for liaison with appropriate officials and performance of work. In satisfying this requirement, the contractor may consider teaming with other contractors having different facility locations. The office facilities shall have the furnishings for a standard office space and conference room in support of expected number of personnel including:

- a. ADP equipment compatible with Microsoft (MS) Windows as the standard Network Operating System and MS Office 2000 (or later) core products (Word, Excel, Outlook, and PowerPoint) as the standard office software. The use of Open Architecture Relational Data Base Management System and Web applications is required. The use of AutoCAD, Version 14.0 is required as a minimum. The use of MS Project 2000 (or later) is required.
- b. FAX, copier, scanner, and telephone and other resources usually found in a functioning office environment.

The contractor shall have a warehouse, laboratory, and shop facilities within proximity of Gate 1 of the Naval Amphibious Base Little Creek, VA that enables timely and efficient routine visits between contractor personnel and government personnel for access and use of these facilities. In satisfying this requirement, the contractor may consider teaming with other contractors having different facility locations. The facilities shall include as a minimum:

- a. Warehouse space shall be secure, lockable, segregated, and clean with storage area for small and large items, and with entryway sized to accommodate shipping and receiving of these items with mechanically-powered rolling transporters.
- b. Laboratory space with environmentally controlled (HVAC) climate and nominal Electrical Power requirement of 240-Vac, 60-Hz, 100-amperes service with distribution for 240-Vac and 120Vac loads.
- c. Indoor shop facility with typical lighting and electrical service, and capable of accepting a trailered watercraft of up to 45 feet in length.

Time duration of up to one hour to commute by automobile between the contractor's facilities and Gate 1 of the Naval Amphibious Base Little Creek, VA under normal rush hour traffic is considered reasonable.

The requirement for maintaining these facilities shall not be construed to mean that the Government will be obligated to pay any direct costs in connection therewith. Further, the contractor shall not be entitled to any direct payment in connection with any personnel set in readiness at or brought into such facility in preparation or in exception of work to be performed under the contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract.

SECTION D Packaging and Marking

The items to be delivered under the resultant contract shall be packaged and marked in accordance with the Contractor's standard policies.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2003

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

- a. The contract ordering period shall be from the effective date of the contract through five (5) years thereafter.
- b. The contract performance period shall be from the effective date of the contract through 90 days after the end of the ordering period.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

CAR-G01 REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 3 copies, to the contract auditor* at the following address:

TO BE SPECIFIED AT TIME OF CONTRACT AWARD

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to TO BE SPECIFIED AT TIME OF CONTRACT AWARD Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

- (e) A DD Form 250, "Material Inspection and Receiving Report", is required only with the final invoice.
- (f) A Certificate of Performance is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

CAR-H01 PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (APR 2001) (NSWCCD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. Each order will describe the scope of work by stating a definite goal or target and specifying an end product that normally will take the form of a final report. This completion form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be subject to an equitable adjustment as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The cost-plus-fixed-fee completion form necessarily involves uncertainties in the performance of each order, and alterations or variations made by the Contractor during performance of the order normally are not subject to an equitable adjustment in fee. Examples of such alterations or variations include a shift in emphasis among work areas or tasks, filling in details to complete the general description of work, or refinements in approaches or proposed solutions. Consequently, the Contractor will be entitled to an equitable adjustment in the fixed fee only when the Contracting Officer changes the work to be performed under an order by issuing a written order pursuant to the Changes-Cost Reimbursement clause of this contract.

(d) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is no overall reduction in the total estimated cost of the order.

CAR-H04 PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-

day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	MAY 2001
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.219-26	Small Disadvantaged Business Participation Program--Incentive Subcontracting	OCT 2000
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001

52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items and Commercial Components	APR 2003
52.245-1	Property Records	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998

252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States	APR 2003
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7013	Duty-Free Entry	APR 2003
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through five (5) years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the

Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$1,000,000.00;**

(2) A series of orders from the same ordering office within **5** days that together exceed \$2,500,000.00.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days after the end of the ordering period.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed (TO BE DETERMINED AT TIME OF AWARD) or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
Machinist	\$15.41
Welder	\$15.41
Electrician	\$15.41
Electronics Technician	\$20.52
Engineman/Mechanic	\$15.41
Pipefitter	\$15.41
Shipfitter	\$15.41
Cabinet Maker/GRP Fabricator	\$15.41
Sheetmetal Worker	\$15.41
Painter	\$14.66
Laborer	\$12.41

52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)

(a) Definitions. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

"Nonprofit organization" means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

"Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

"Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the

world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor. (1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the time specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the

subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and subparagraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention."

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) or (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts. (1) The Contractor shall include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in

accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. [Reserved]

(l) Communications.

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(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;

(ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;

(iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(8) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(End of clause)

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this contract or

(ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://www.arnet.gov/far/>

DFAR Clauses: <http://www.acq.osd.mil/dp/dars/dfars.html>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any insert regulation name (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (NOV 1995)

(a) Definitions. As used in this clause:

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that

there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with-

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be

modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be Furnished With Restrictions \1/	Basis for Assertion \2/	Asserted Rights Category \3/	Name of Person Asserting Restrictions \4/
(LIST)	(LIST)	(LIST)	(LIST)

\1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3/ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4/ Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION. (JUN 1995)

(a) Definitions. As used in this clause:

(1) Commercial computer software means software developed or regularly used for nongovernmental purposes which--

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1) (i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) Computer database means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) Computer program means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) Developed means that--

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its

intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(11) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(12) Minor modification means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(13) Noncommercial computer software means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(14) Restricted rights apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs (a)(14) (i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(14) (ii), (v) and (vi) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(14)(i) of this clause; and

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and nondisclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose.

(15) Unlimited rights means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in--

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights. (i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software development with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless--

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights. (i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(4) Specifically negotiated license rights. (i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(13) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such--

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
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* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

** Indicate whether development was exclusively or partially at private expense. If development was not a private expense, enter the specific reason for asserting that the Government's rights should be restricted.

*** Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract; the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Computer software or computer documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Contract No. (Insert contract number), License No. (Insert license identifier). Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software

documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation. (1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers. (1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its

subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

CAR-I01 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

(a) The COR for this contract is:

Name: [*]

Mailing Address: [*]

Code: [*]

Telephone No.: [*]

* TO BE COMPLETED AT TIME OF AWARD

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

CAR-I03 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1996) (NSWCCD)

This provision provides examples of certain organizational conflicts of interest which are prescribed by Federal Acquisition Regulation Subpart 9.5. The two (2) underlying principles which this provision seeks to avoid are preventing the existence of conflicting roles that might bias a contractor's judgement and preventing unfair competitive advantage. The following subsections prescribe certain limitations on contracting as the means of avoiding, neutralizing or mitigating organizational conflicts of interest.

(a) If, under this contract, the contractor will provide systems engineering and technical direction for a system, but does not have overall contractual responsibility for its development, integration, assembly, checkout or production, the contractor shall not be awarded a subsequent contract to supply the system or any of its major components, or to act as consultant to a supplier of any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and

technical direction. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.

(b) If, under this contract, the contractor will prepare and furnish complete specifications covering nondevelopmental items, to be used in a competitive acquisition, the contractor shall not be permitted to furnish these items, either as a prime or subcontractor. The term of this prohibition shall endure for the entire period of this contract performance and for either two (2) years thereafter or the duration of the initial production contract whichever is longer. This rule shall not apply to contractors who furnish specifications or data at Government request or to situations in which contractors act as Industry representatives to help Government agencies prepare, refine or coordinate specifications, provided this assistance is supervised and controlled by Government representatives.

(c) If, under this contract, the contractor will prepare or assist in preparing a work statement to be used in competitively acquiring a system or services, the contractor shall not supply the system, its major components, or the service unless the contractor is the sole source, the contractor has participated in the development and design work, or more than one contractor has been involved in preparing the work statement. The term of this prohibition shall endure for the entire period of this contract performance and for two years thereafter.

(d) If, under this contract, the contractor will provide technical evaluation of products or advisory and assistance services, the contractor shall not provide such services if the services relate to the contractor's own or a competitor's products or services unless proper safeguards are established to ensure objectivity.

(e) If, under this contract, the contractor gains access to proprietary or source selection information of other companies in performing advisory assistance services for the Government, the contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.

CAR-I04 ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (MAY 1998) (NSWCCD)

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order under which the requirement to provide supplies or services is subject to either the clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds" applicable to the particular order involved.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer/Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer/Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(d) Should the Government and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer/Ordering Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

CAR-I05 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (MAY 1998) (NSWCCD)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the Contracting Officer/Ordering Officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the Contracting Officer/Ordering Officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the Contracting Officer/Ordering Officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the Contracting Officer/Ordering Officer and the contractor, and the Contracting Officer/Ordering Officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order and processed in accordance with the clause entitled "Issuance of Orders Based Solely on Government Estimate" which appears elsewhere in this Section I.

CAR-I06 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS) (JUN 1996)(NSWCCD)

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

- (a) Date of order
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date.
- (e) Place of delivery or performing (including consignee).
- (f) Packaging, packing, and shipping instructions if any required.
- (g) Accounting and appropriation data.

(h) Inspection invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

CAR-I07 LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to (TO DE SPECIFIED AT TIME OF DELIVERY ORDER ISSUANCE) inclusive of fee. It is estimated that these funds will cover the cost of performance through (TO DE SPECIFIED AT TIME OF DELIVERY ORDER ISSUANCE). Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of (TO DE SPECIFIED AT TIME OF DELIVERY ORDER ISSUANCE) shall arise unless additional funds are made available and are incorporated as a modification to this contract.

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

CAR-I08 SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the

convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME	Douglas Smith
ADDRESS	Naval Surface Warfare Center Carderock Division 9500 MacArthur B lvd West Bethesda, MD 20817-5700
TELEPHONE	(301) 227-1640

CAR-I17 ORDERING PROCEDURES FOR DELIVERY/TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS (APR 2001) (NSWCCD)

(a) This contract is one of two or more contracts that were awarded under a single solicitation for the same or similar supplies or services. The term "contract awardee" refers to each Contractor receiving such an award.

(b) The Naval Surface Warfare Center, Carderock Division, is the activity authorized to issue delivery/task orders. All orders shall contain the date of order, contract number and delivery/task order number, description of the scope of work to be accomplished, estimated cost plus fixed fee, material and travel costs, delivery or performance schedule, place of performance, accounting/appropriation data and any other pertinent information.

(c) No protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract (10 United States Code 2304c(d) and 41 United States Code 253j(d)).

(d) Procedures for the issuance of individual delivery/task orders. The competition requirements in FAR Part 6 and the source selection policies in FAR Subpart 15.3 do not apply to the ordering process. However, each contract awardee shall be provided a fair opportunity to be considered for each proposed order in excess of \$2,500.00 except as provided in paragraph (e) of this clause. The Contracting Officer/Ordering Officer shall, in making decisions in the award of any individual delivery/task order, consider factors such as past performance, earlier orders under this contract, quality of deliverables, cost control, price, cost or other factors that are relevant to the award of a delivery/task order under this contract. The Contracting Officer/Ordering Officer need not contact each of the

contract awardees before selecting an order awardee if the Contracting Officer/Ordering Officer has information available to ensure that each contract awardee is provided a fair opportunity to be considered for each order.

(e) A contract awardee need not be given an opportunity to be considered for a particular order in excess of \$2,500.00 if the Contracting Officer/Ordering Officer determines that:

(1) The agency need for such services is so urgent that providing a fair opportunity would result in unacceptable delays

(2) Only one contract awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

(3) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all contract awardees were given a fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee.

(f) In those instances where one or more of the circumstances in paragraph (e) of this clause applies, the Contracting Officer/Ordering Officer may elect to use the streamlined procedures in paragraphs (1) through (3) of this paragraph (f). In the case of urgency, the Contracting Officer/Ordering Officer may elect to use either these streamlined procedures or the procedures described in paragraph (g) of this clause.

(1) For each proposed order, the Contracting Officer/Ordering Officer will provide the Contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the Contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the Contracting Officer/Ordering Officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the Contractor.

(3) If the Contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the Contracting Officer/Ordering Officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the Contracting Officer/Ordering Officer and the Contractor, and the Contracting Officer/Ordering Officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the Contractor.

(g) In the event the need for such services is so urgent that providing a fair opportunity would result in unacceptable delays, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the Contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order and processed in accordance with the clause entitled "Issuance of Orders Based Solely on Government Estimate" which appears elsewhere in this contract.

(h) In accordance with section 5216.505 of the Navy Acquisition Procedures Supplement (NAPS), the task order contract and delivery order contract ombudsman responsible for reviewing complaints from contractors on task order contracts and delivery order contracts is the Navy Competition Advocate General. The Navy Competition Advocate General is the Deputy for Acquisition and Business Management, Office of the Assistant Secretary of the Navy (Research, Development and Acquisition). Contractors are encouraged to settle their complaints through the Competition Advocate chain of command, seeking review by the Command Competition Advocate at the Naval Sea Systems Command Headquarters before taking their complaints to the Navy Competition Advocate General.

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section I of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this contract.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SECTION J List of Documents, Exhibits and Other Attachments

The following documents are physically included in the solicitation document:

DD Form 254 Contract Security Classification Specification

DD Form 1423 Contract Data Requirements List (CDRL)

DD Form 1664 Data Item Descriptions (DID)

Wage Determination No. 94-2543 Rev (30)

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994
252.225-7003	Report of Intended Performance Outside the United States	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,
County, Zip Code)**

**Name and Address of Owner and Operator of the
Plant or Facility if Other Than Offeror or
Respondent**

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541330** (insert NAICS code).

(2) The small business size standard is **\$15.5 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

() Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) [] It has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) [] It has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.
- (End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

 (Line Item Number)

 (Country of Origin) (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact _____

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.233-2	Service Of Protest	AUG 1996
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an ID/IQ, Cost Plus Fixed Fee (Completion type) contract resulting from this solicitation.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://www.arnet.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dp/dars/dfars.html>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

CAR-L07 SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

(a) **DIRECT LABOR** - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracting labor below).

(b) **FRINGE BENEFITS** - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(c) **OVERHEAD** - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(d) **SUBCONTRACTING LABOR** - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.

(e) **OTHER** - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(f) **GENERAL & ADMINISTRATIVE EXPENSE** - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(g) **FEE** - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

CAR-L08 RESUME REQUIREMENTS (JUN 1996) (NSWCCD)

(a) The following information must be provided in the cost proposal for each resume required to be submitted in the technical proposal:

- (1) estimated annual salary;
- (2) total estimated annual hours;
- (3) total estimated hour to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

CAR L11 PROPOSAL PREPARATION REQUIREMENTS

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the Government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

<u>Documents</u>	<u>Original</u>	<u>Copies</u>
Volume I - Solicitation, Offer and Award Document (SF-33)	1	0
Volume II – Technical—Management Proposal	1	3
Volume III - Cost Proposal	1	3

The “originals” shall be clearly identified as the “ORIGINAL”, and bear the original signature(s) of the offeror. The “copies” shall be complete and clearly identified as “COPY” or “DUPLICATE”.

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high-density format, and it is requested that the spreadsheet files be compatible with Windows NT version 4.0, Excel 97 Version SR-2. The provision of these spreadsheet files on diskette in no way relinquishes the offerors responsibility to provide hard copies of the cost proposal.

Differences between Proposal Format and RFP: Offerors shall provide an explanation, in a clearly readable format such as a matrix, of any difference between the manner in which the proposal was requested and the manner in which it is actually submitted.

(Volume I) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document **SHALL NOT** be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

It is the Government’s intention to make a direct award(s) and the proposal(s) will be self-sustaining documents that represents the offeror’s best efforts from a technical/cost position. The Government may award multiple contracts as a result of this solicitation (see Clause 52.216-27 and CAR-I17) .

Proposal Content and Format - One signed and completed Request for Proposals set, including the SF33, all required certifications, and a completed DD 1423, Contract Data Requirements List (if applicable).

(Volume II) TECHNICAL-MANAGEMENT PROPOSAL

The technical –management proposal shall be submitted on 8.5 by 11 inch paper, and may utilize either single or double spacing at the offeror's discretion. Note, however, that any page length restrictions must be met regardless of whether the offeror uses single or double spacing.

The technical-management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The Technical-Management Proposal shall be severable and shall contain NO PRICING INFORMATION. The Technical/Management Proposal shall be structured as follows with the four main evaluation factors:

- Factor A – Technical Understanding
- Factor B – Personnel
- Factor C – Corporate Experience-Past Performance
- Factor D – Facilities

MANDATORY REQUIREMENTS

Proposals submitted in response to this solicitation must meet the following mandatory requirements:

(1) PROXIMITY TO NAVAL SURFACE WARFARE CENTER, CARDEROCK DIVISION DETACHMENT NORFOLK (NSWCCDDN)

It is essential that a high level of communication and liaison be maintained between the NSWCCDDN task order customers and the contractor to ensure a smooth exchange of information. Work performed under this contract shall be performed at Naval Amphibious Base, Little Creek, Norfolk, VA and at the contractor's facility and at various field sites, as required. Therefore, the contractor is required to have a facility and personnel for task performance located within a reasonable traveling distance by automobile of the Naval Amphibious Base, Little Creek, Norfolk, VA. Accordingly, location of personnel and facilities to be used in performance of tasks or plans for obtaining personnel and facilities shall be addressed in the technical-management proposal.

(2) SECURITY REQUIREMENTS

During performance of task orders, the contractor may have access to information classified to the level of SECRET, as indicated on the DD Form 254, Contract Security Classification Specification attach to this solicitation. The contractor will be required to meet these security requirements, both in terms of project personnel for the tasks and provision of an appropriate work/storage facility.

Therefore, offerors must have a facility clearance at the SECRET level and ALL proposed KEY-Personnel must be cleared at the SECRET level. A CONFIDENTIAL security clearance is the minimum clearance required for all Non-Key personnel. Additionally, a minimum number of NON-key personnel must possess a SECRET security clearance as indicated below:

Non-Key Personnel Category

Required Number Cleared Secret

1. Naval Architect	2
2. Mechanical Engineer	2
3. Electrical Engineer	2
4. Senior Naval Architect/Engineering Technician	2
5. Senior Draftsman	1
6. Draftsman	1
7. Computer Programmer/Scientist	1
8. Logistician	1
9. Senior Analyst	1
10. Analyst	1

Since resumes are not required for non-key personnel, the offeror shall state the security levels of all proposed Non-Key personnel in its response to the Non-Key Personnel requirements.

Accordingly, the existence of a SECRET security clearance or plans for obtaining a security clearance for proposed personnel shall be addressed in the technical proposal and each Key Personnel resume submitted shall identify the current security clearance level. The successful contractor not possessing the required clearances within 60 days after date of contract award may be subject to termination in accordance with Clause 52.249-6, entitled "Termination (Cost-Reimbursement)" at no cost to the Government.

PROPOSAL CONTENT AND FORMAT

The technical proposal shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized in the following sections and shall address in detail the following information:

1. INTRODUCTION (Maximum length: 5 pp.)

This section shall provide any necessary background information and an overview of the proposal which the offeror believes will assist in the understanding and accurate evaluation of the proposal.

2. TECHNICAL UNDERSTANDING (Maximum length: 40 pp.)

This section shall provide details on the methodology that the offeror will follow in performing the required tasks per section C, the Statement of Work. This will be demonstrated through responses to ***Sample Tasks*** covering the six principle areas of the statement of work:

- 1 Program management and planning
- 2 Research and development
- 3 Acquisition engineering
- 4 In-Service engineering
- 5 Logistics engineering
- 6 Test and Evaluation

In addition to the information requested in each sample task, each response shall include a management plan demonstrating the adequacy and responsiveness of the Offeror's technical management capability and his capacity to scope the required tasks properly in terms of quantity of man-hours and skill levels, as well as schedule and project organization. The Offeror shall briefly describe his proposed methods for liaison with NSWCDDN, fleet Commands, and other government personnel for information exchange and review of project results. Additionally, the Offeror shall briefly discuss his technical policies and procedures for early identification and resolution of problems or conflicts as the work develops.

SAMPLE TASK 1 (Program Management and Planning)

The Concept and Technology Development phase for a \$350M watercraft program is nearing completion. The Program Executive Office has identified a solution for the needed capability, and the Offeror has been tasked to develop a system acquisition management plan to document the elements of the Defense Acquisition System required to advance the program into the System Development and Demonstration phase, and eventually into the Production and Deployment phase.

Discuss the content of the acquisition management plan. Provide details on the methodology that the Offeror will follow in performing this task, and cite the overarching policy and guidance documents that apply.

SAMPLE TASK 2 (Research and Development)

Unmanned Surface Vehicles (USVs) are envisioned to play a vital role in the execution of the “Sea Strike” and “Sea Shield” elements of Sea Power 21. In particular USVs promise to reduce user risk, improve intelligence capability, establish communication nodes, provide long-term endurance, reduce training, reduce manpower, lower cost, and offer unique capabilities. The Offeror has been tasked to submit a “white paper” identifying the key elements of research and development necessary to bring this vision for USVs to fruition.

Discuss the components of the USV system (including the full spectrum of hull, mechanical, electrical, electronics, transportation, and launch and recovery) and how alternatives will be assessed. Discuss known technology development areas and known cutting-edge technologies that may apply. Include a discussion on the challenges to overcome and the associated risks.

SAMPLE TASK 3 (Acquisition Engineering)

During the System Development and Deployment phase of an acquisition program for an 85’ high-speed mono-hull metal watercraft, the Offeror has been tasked to conduct preliminary design studies and develop a technical data package suitable for prototype construction of the watercraft.

Discuss the application of a systems engineering approach in the conduct of this design. Discuss the studies necessary to develop the preliminary design of the watercraft. Discuss the content and level of details of the technical data package (drawings, specifications, and other technical documentation) necessary for prototype construction of the watercraft. Identify the industry standards and specifications that the Offeror would apply in the design and technical data package development for this watercraft. Discuss any alternative industry standards that might apply and their relative advantages/disadvantages.

SAMPLE TASK 4 (In-Service Engineering)

A class of 25’ mono-hull watercraft (glass reinforced plastic construction) in the fleet inventory requires alterations to enhance and add capabilities to the craft. Current fleet inventory for this class of watercraft is 100. The existing diesel powered inboard-outdrive propulsion system is to be replaced with a diesel powered water jet propulsion system, capable of producing 50% more propulsive power. The watercraft is also to be equipped with a gun-mount for an M60 machine gun. The Offeror has been tasked with assessing the feasibility of these alterations, and with development of an alteration package (assuming the alterations are feasible). Additionally, the Offeror has been tasked to coordinate an alteration installation team to accomplish these alterations on-site at government shore-base activities, but using contractor services (assuming that the government will remove the boats from the water for the alteration).

Discuss the studies necessary to assess the feasibility of these proposed alterations. Discuss the content and level of details of the alteration package (drawings, work specification, and other technical documentation) necessary for alteration of the entire class of this watercraft. Identify the industry standards and specifications that the Offeror would apply in the alteration package development for this effort. Discuss the elements of an alteration installation team plan that would be necessary to effect the installations.

SAMPLE TASK 5 (Logistics Engineering)

The Navy has purchased four different configurations (“types”) of Commercial-off-the-shelf (COTS) boats. The builders provided boat drawings, original equipment manufacturer (OEM) parts list and major equipment COTS manuals for the boats per the contract requirements. The boats are to be used as four different types of craft: shore based patrol craft (CONUS and OCONUS), ship’s boats, boats that have been assigned a Unit Identification Code (UIC), and Special Warfare boats.

Requirements exist for support of each type of these boats prior to fielding and throughout lifecycle. Discuss support methodologies and products for each boat type and all interfaces required with Navy or DoD information systems to implement life-cycle logistics support for these boats.

SAMPLE TASK 6 (Test and Evaluation)

The first of a new class of 40-foot high-speed patrol boats has been built and is ready for delivery to the Government. The contract specifications require that the boat have a range of 500 nautical miles in the full load condition and be capable of continuous speeds of 50 knots in calm water and 40 knots in a sea state 3. It must also accelerate from dead-in-the-water to 40 knots in less than 15 seconds. The onboard noise levels must not exceed 84 dBA at all manned locations. The propulsion system for the mono-hull craft consists of twin 600-hp diesel engines with reduction gears that drive waterjets. The displacement with the craft empty must not exceed 14,000 pounds.

The Offeror has been tasked to conduct test trials to document the actual performance of the craft in calm and rough water conditions. Discuss the testing necessary to verify that the boat is ready for the Government to assume ownership. Identify the reference documents that will be used to plan the testing program. Describe the test parameters that will be measured, the test instrumentation (e.g. GPS to measure speed) that will be used, and the test methods that will be implemented.

3. PERSONNEL QUALIFICATIONS (Maximum 20 pp. – not including resumes. Individual resumes shall not exceed 4 pp. in length)

This section shall identify proposed individual(s) for each labor position specified below and indicate the tasks for which the person is proposed. While actual job titles may be used, the offeror shall correlate these titles to the general categories of labor shown below. An organizational chart showing staffing and reporting lines shall be included.

ALL KEY PERSONNEL – Resumes shall be submitted for **all** key personnel (as listed below) to be assigned to the proposed contract. Resumes shall include the relevant qualifications, background and experience for all such key personnel in sufficient detail to demonstrate the capability of such personnel to accomplish the work described in the Statement of Work. The work history of each key person should contain experience directly related to the tasks and functions he/she is intended to perform under the proposed contract. The Offeror shall use the following format for all resumes submitted:

Labor Category

Name:

Security Clearance:

Current Employer:

Education/Training: (list any diplomas and/or degrees obtained, institution (and accreditation), year obtained)

Summary: (provide a concise summary paragraph on why this individual was selected as key personnel)

Directly Related Work Experience: (list each relevant job title, the inclusive dates of employment (month/yr), the employer, and a brief synopsis for each job listed on how this experience is directly related to the scope of work of the acquisition under competition.)

References: (provide two (2) verifiable references from government or commercial customers with extensive knowledge of the individual on projects of similar size and scope of effort. Names, organization, phone numbers, and e-mail addresses should be provided.)

Signature/Date: (key personnel shall sign and date the resume)

Offerors shall indicate limitations on the availability of any proposed personnel, if any. If a proposed individual is currently employed by the offeror, the offeror shall discuss how they intend to cover the personnel requirements on this requirement, as well as any other contract(s) for which the proposed personnel are assigned, and indicate their availability to work on this requirement and their tenure. If the individual is not currently employed by the offeror, explain the rationale for proposing that person and include their letter of intent. Resumes shall be provided for all proposed subcontractor personnel and consultants filling **key** personnel positions, and the rationale for their use.

NOTE: If subcontractors are to be used to fill a portion of the labor hours specified by the Government, resumes of key personnel shall be included in this section, with the present company affiliation clearly identified. All of the requirements of this section shall apply to the use of subcontractor personnel, as well as the prime contractor's personnel.

During the solicitation and evaluation process prior to award, the Government must have an equal basis on which to evaluate Proposals. To this end, when preparing and submitting proposals in response to this solicitation, offerors shall use the labor categories and hours for EACH YEAR of the five year period of performance as specified in Section B.

General – The offeror shall list all proposed personnel by labor category together with the number of hours to be worked and the corporate entity they represent. Offerors shall provide at least the minimum number of resumes for personnel specified below. The offeror shall not base qualifications upon presumption of future education or experience. Following is a list of the **KEY PERSONNEL** categories and minimum number of resumes required:

<u>Labor KEY Category</u>	<u>Number of Resumes</u>
1. Program Manager	1
2. Senior Project Engineer	1
3. Senior Naval Architect	2
4. Senior Mechanical Engineer	2
5. Senior Electrical Engineer	3
6. Senior Computer Programmer/Scientist	3
7. Senior Logistician	2

NOTE: Each resume must indicate clearly whether it is for a current employee of the offeror a

proposed new hire, or a subcontractor. If for a proposed new hire, evidence of employment commitment must be furnished.

LABOR CATEGORIES AND DESIRED QUALIFICATIONS

The offeror shall provide personnel having the levels of professional/technical experience and education specified below for each labor category:

1. Program Manager (1 resume)

The Program Manager shall have a Master's degree from an accredited institution in an engineering or managerial field plus a minimum of 10 years of combined general, related and specialized experience; or a Bachelor's degree from an accredited institution in an engineering field or managerial field plus a minimum of 15 years of combined general, related, and specialized experience. This combined experience shall include a minimum of five years of specialized experience as a successful manager of a team of skilled professional, technical and support personnel. He/she shall have experience working with US Government organizations.

2. Senior Project Engineer (1 resume)

The Senior Project Engineer shall have a Bachelor's degree in engineering from an accredited college or university or a Professional Engineer's (PE) License and have a minimum of 15 years experience in the operation, maintenance, design, or testing of watercraft and watercraft systems and equipment directly related to this Statement of Work (SOW). The last five years of this experience must be similar in scope, magnitude, and complexity, as those listed in the SOW. A Master's degree may be used to substitute for five years of overall experience.

3. Senior Naval Architect (2 resumes)

The Senior Naval Architect shall have a Bachelor's degree in Naval Architecture from an accredited college or university or a Professional Engineer's (PE) License and a minimum of 10 years experience in the design, operation, maintenance or testing of watercraft directly related to this Statement of Work (SOW). He/she shall have working experience with United States Coast Guard (USCG), American Boat and Yacht Council (ABYC), American Bureau of Shipping (ABS), and Department of Defense (DoD) standards for watercraft. A minimum of three years supervisory experience is required. A Master's degree may be used to substitute for 5 years of experience.

4. Senior Mechanical Engineer (2 resumes)

The Senior Mechanical Engineer shall have a Bachelor's degree in Mechanical/Marine Engineering from an accredited college or university or a Professional Engineer's (PE) License and a minimum of 10 years experience in the design, operation, maintenance or testing of watercraft mechanical equipment and systems equipment directly related to this Statement of Work (SOW). He/she shall have working experience with United States Coast Guard (USCG), American Boat and Yacht Council (ABYC), American Bureau of Shipping (ABS), and Department of Defense (DoD) standards for watercraft. A minimum of three years supervisory experience is required. A Master's degree may be used to substitute for 5 years of experience.

5. Senior Electrical Engineer (3 resumes)

The Senior Electrical Engineer shall have a Bachelor's degree in Electrical Engineering from an accredited college or university or a Professional Engineer's (PE) License and a minimum of 10 years experience in the design, operation, maintenance or testing of watercraft electrical equipment and systems equipment directly related to this Statement of Work (SOW). He/she shall have working experience with United States Coast Guard (USCG), American Boat and Yacht Council (ABYC), American Bureau of Shipping (ABS), and Department of Defense (DoD) standards for watercraft. A minimum of three years supervisory experience is required. A Master's degree may be used to substitute for 5 years of experience.

6. Senior Computer Programmer/Scientist (3 resumes)

The Senior Computer Programmer/Scientist shall have a Bachelor's degree in Electrical or Computer Engineering, Computer Science, or other related field, from an accredited college or university, and a minimum of 10 years of relevant experience, including a sound familiarity with programming techniques and various programming languages. He/she shall have demonstrated ability to provide technical guidance and skills in support of information systems development and integration efforts. Performs in a variety of technical areas including systems requirements analysis, data analysis and engineering, systems design, systems development, computer programming, systems testing and deployment, quality assurance, configuration management, and systems documentation. Provides technical and administrative support for information systems development tasks, including execution of technical tasks, the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. A Master's degree may be used to substitute for five years of experience. Advanced training in the field of computer programming and an additional eight years of relevant computer programming experience may be used to substitute for the Bachelor's degree.

7. Senior Logistician (2 resumes)

The Senior Logistician shall have a Bachelor's of Science degree from an accredited college or university, or be a graduate of military schools which have provided an in-depth knowledge of naval shipboard systems maintenance and operation. He/she must demonstrate 10 years experience in the development of Integrated Logistics Support of systems and equipment directly related to watercraft systems/equipment design, development, acquisition, testing, and in-service sustainment. A minimum of four years of experience shall include usage of Interactive Computer Aided Provisioning System (ICAPS).

NON-KEY PERSONNEL – The Government has established certain minimum requirements for non-key personnel which are considered essential for contract performance and these minimums are specified below for the respective personnel category. In this subsection of the proposal, the offeror shall fully demonstrate that they can provide and maintain a pool of employees who meet the following requirements. Additionally, a listing of current employees, prospective employees, and subcontractor employees, identifying the education level, years of related experience, and current security clearance held, sorted by respective personnel category, shall be provided. (Full resumes are not required for non-key personnel).

8. Naval Architect

The Naval Architect shall have a Bachelor's degree in Naval Architecture from an accredited college or university or a Professional Engineer's (PE) License and a minimum of four years experience in the design, operation, maintenance or testing of watercraft. He/she shall have working experience with United States Coast Guard (USCG), American Boat and Yacht Council (ABYC), American Bureau of Shipping (ABS), and Department of Defense (DoD) standards for watercraft.

9. Junior Naval Architect

The Junior Naval Architect shall have a Bachelor's degree in Naval Architecture from an accredited college or university or a Professional Engineer's (PE) License.

10. Mechanical Engineer

The Mechanical Engineer shall have a Bachelor's degree in Mechanical/Marine Engineering from an accredited college or university or a Professional Engineer's (PE) License and a minimum of four years experience in the design, operation, maintenance or testing of watercraft mechanical equipment and systems. He/she shall have working experience with United States Coast Guard (USCG), American Boat and Yacht Council (ABYC), American Bureau of Shipping (ABS), and Department of Defense (DoD) standards for watercraft.

11. Junior Mechanical Engineer

The Junior Mechanical Engineer shall have a Bachelor's degree in Mechanical/Marine Engineering from an accredited college or university or a Professional Engineer's (PE) License.

12. Electrical Engineer

The Electrical Engineer shall have a Bachelor's degree in Electrical Engineering from an accredited college or university or a Professional Engineer's (PE) License and a minimum of four years experience in the design, operation, maintenance or testing of watercraft electrical equipment and systems. He/she shall have working experience with United States Coast Guard (USCG), American Boat and Yacht Council (ABYC), American Bureau of Shipping (ABS), and Department of Defense (DoD) standards for watercraft.

13. Junior Electrical Engineer

The Junior Electrical Engineer shall have a Bachelor's degree in Electrical Engineering from an accredited college or university or a Professional Engineer's (PE) License.

14. Senior Naval Architect/Engineering Technician

The Senior Naval Architect/Engineering Technician shall have a two-year Associate of Science degree and a minimum of 10 years of naval/marine design experience, or be a high school graduate and have completed an apprentice program in a marine-related hull/mechanical/electrical trade and have 4 years of deck plate (trade) experience and 10 years experience in a naval/marine design environment.

15. Naval Architect/Engineering Technician

The Naval Architect/Engineering Technician shall have a two-year Associate of Science degree and a minimum of five years of naval/marine design experience, or be a high school graduate and have completed an apprentice program in a marine-related hull/mechanical/electrical trade and have four years of deck plate (trade) experience and five years experience in a naval/marine design environment.

16. Junior Naval Architect/Engineering Technician

The Naval Architect/Engineering Technician shall have a two-year Associate of Science degree and a minimum of two years of naval/marine design experience, or be a high school graduate and have completed an apprentice program in a marine-related hull/mechanical/electrical trade and have four years of deck plate (trade) experience and two years experience in a naval/marine design environment.

17. Senior Draftsman

The Senior Draftsman shall possess an Associate's degree and a minimum of 10 years of experience, or be a high school graduate with 14 years of practical experience. Experience must be in the development of engineering and construction drawings and must include a demonstrated ability to utilize computer aided drawing software packages such as AutoCAD, Mechanical Desktop, or ANVIL. At least half of the required experience must be in the marine/naval industry.

18. Draftsman

The Draftsman shall possess an Associate's degree and a minimum of five years of experience, or be a high school graduate with nine years of practical experience. Experience must be in the development of engineering and construction drawings and must include a demonstrated ability to utilize computer aided drawing software packages such as AutoCAD, Mechanical Desktop, or ANVIL. At least half of the required experience must be in the marine/naval industry.

19. Junior Draftsman

The Junior Draftsman shall possess an Associate's degree, or be a high school graduate with 4 years of practical experience. Experience must be in the development of engineering and construction drawings and must include a demonstrated ability to utilize computer aided drawing software packages such as AutoCAD, Mechanical Desktop, or ANVIL.

20. Computer Programmer/Scientist

The Computer Programmer/Scientist shall have a Bachelor's degree in Electrical or Computer Engineering, Computer Science, or other related field, from an accredited college or university, and a minimum of 4 years of relevant experience. Experience must demonstrate the ability to prepare detailed specifications and computer software programs including integrating, testing, and debugging of software components. Advanced training in the field of computer programming and an additional eight years of relevant computer programming experience may be used to substitute for the Bachelor's degree.

21. Junior Computer Programmer/Scientist

The Junior Computer Programmer/Scientist shall have a Bachelor's degree in Electrical or Computer Engineering, Computer Science, or other related field, from an accredited college or university. Advanced training in the field of computer programming and eight years of relevant computer programming experience may be used to substitute for the Bachelor's degree.

22. Logistician

The Logistician shall possess an Associate of Science degree from an accredited college or university, or be a graduate of military schools which have provided and in-depth knowledge of naval shipboard systems maintenance and operation. He/she must have four years experience in the development of Integrated Logistics Support of systems and equipment directly related to watercraft systems/equipment design, development, acquisition, testing, and in-service sustainment. A minimum of two years of experience shall be directly related to supply support.

23. Junior Logistician

The Junior Logistician shall possess an Associate of Science degree from an accredited college or university, or be a graduate of military schools which have provided and in-depth knowledge of naval shipboard systems maintenance and operation.

24. Training Support Specialist

The Training Support Specialist must have an Associate's degree from an accredited college or university, or be a graduate of military schools that have provided an in-depth knowledge of training techniques and curriculum development, and must possess three years of experience. Experience shall demonstrate the ability to gather, analyze, edit, and prepare system/course training information, conduct necessary research and ensure the use of proper systems and documentation standards, and evaluate curriculum requirements and user needs ensuring operational requirements are met.

25. Senior Technical Writer

The Senior Technical Writer shall have a Bachelor of Science or Arts degree from an accredited college or university, and must have eight years experience performing technical writing functions for DoD assets in preparing and editing technical documents such as technical information/repair/operations manuals, technical reports, project plans, and strategic plans. Experience must demonstrate at least three years experience in use of computer graphics and publishing tools and software. A minimum of two years experience must be related to watercraft publications/reports. An Associates degree and an additional three years of experience may be substituted for the Bachelor's degree.

26. Technical Writer

The Technical Writer shall have a Bachelor of Science or Arts degree from an accredited college or university, and must have three years experience performing technical writing functions for DoD assets in preparing and editing technical documents such as technical information/repair/operations manuals, technical reports, project plans, and strategic plans. Experience must demonstrate use of computer graphics and publishing tools and software, and be at least two years related to watercraft publications/reports. An Associates degree and an additional three years of experience may be substituted for the Bachelor's degree.

27. Graphics Illustrator

The Graphics Illustrator shall have an Associates degree from an accredited college or university, and must have three years of experience in preparing and editing graphics, pictures, and other forms of artwork. Experience must demonstrate at least two years experience in use of computer graphics and publishing tools and software.

28. Typist/Data Processor

The Typist/Data Processor shall be a high school graduate or equivalent, must have three years experience in word processing, data entry, formatting, and operation of word processing equipment, and must have two years experience in use of spreadsheet software and briefing presentation software.

29. Secretary

The Secretary shall be a high school graduate or equivalent with five years experience and must be able to perform office work in support of the program.

30. Quality Specialist

The Quality Specialist shall have an Associates degree from an accredited college or university, and at least five years of experience in developing and documenting production processes and procedures. Experience must demonstrate knowledge of and success in implementing military and commercial quality programs and directives.

31. Senior Analyst

The Senior Analyst shall have a Bachelor's degree (Bachelor of Arts (BA) or Bachelor of Science (BS)). He/she must demonstrate eight years experience in the collection, maintenance and verification of data from diverse sources and in the structuring of fairly complex data analysis plans. Experience must demonstrate the preparation and delivering of presentations dealing with the status of projects, technical or management systems, and/or management and technical problems and proposed solutions. Advanced technical training and minimum of six years of additional related experience may be substituted for the BA or BS degree.

32. Analyst

The Analyst shall have a Bachelor's degree (BA or BS). He/she must demonstrate four years experience in the collection, maintenance and verification of data in accordance with plans developed by others, including data from diverse sources and that frequently requires interpretation. Experience must demonstrate the analysis of data to identify trends and potential technical and management problems. Advanced technical training and minimum of six years of additional related experience may be substituted for the BA or BS degree.

33. Junior Analyst

The Junior Analyst shall have Bachelor's degree (BA /BS) and working experience supporting technical and program objectives by collecting data from readily available sources and reporting it in predetermined formats, including verification of adequacy/accuracy of information noting variations which may require further investigation or effort. Advanced technical training and minimum of six years of related experience may be substituted for the BA or BS degree.

The following trades/positions may be required in support of Alteration Installation Teams (AIT), and shall be at the journeyman or equivalent level of competence:

1. Machinist
2. Welder
3. Electrician
4. Electronics Technician
5. Engineman/Mechanic
6. Pipefitter
7. Shipfitter
8. Cabinet Maker/GRP Fabricator
9. Sheetmetal Worker
10. Painter
11. Laborer

4. CORPORATE EXPERIENCE-PAST PERFORMANCE (Maximum length: 20 pp.)

The offeror shall demonstrate past performance and corporate experience as it relates to the Scope of Work tasking areas provided in the Statement of Work. The Government will use this information to evaluate both past performance and corporate experience in fulfilling contracts.

CORPORATE EXPERIENCE

This section shall document the Offerors experience with similar or related Government, military or commercial work ongoing or completed in the past four years. Offerors that represent newly formed entities, without prior contract experience, should list previous contract and subcontract experience, as required above, for all key personnel identified in the proposal.

A tabular and narrative synopsis of past contracts shall both be provided as specified below (see Past Performance).

Additionally, the offeror shall provide a summary matrix relating areas of experienced gained through previous contracts and key personnel assigned.

PAST PERFORMANCE

The Navy intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an offeror's performance of relevant contracts. In the event the Navy cannot obtain adequate CPARS rating information regarding a particular offeror, the Navy may review other relevant past performance information obtained from other sources. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, their past performance may also be evaluated.

Each offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Navy's requirement that it would like the Navy to consider. Such information may be in the nature of additional information to that which the Navy has readily available, or which has already been rated under the CPARS system, or which the offeror considers essential to the Navy's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence. The Navy reserves the right to verify statements and representations made in an offeror's proposal.

For those contracts that the offeror would like considered past performance evaluation, that were completed within the last four years, and for contracts currently in progress, the offeror shall send a copy of the Attachment (1) questionnaire provided herein directly to the Program Manager/COR of that particular contract. The offeror shall limit the number of questionnaires to three (3). Offerors should forward these questionnaires to the appropriate source within 3 days after receipt of this RFP to allow ample time for their completion. The offeror shall request the

Program Manager/COR to complete the questionnaire and forward it directly to the address specified below no later than the closing date of this RFP:

Carderock Div., Naval Surface Warfare Center
Code 3322: Michelle Pearman
9500 MacArthur Blvd
West Bethesda, MD 20817-5700

RFP: N00167-03-R-0050

For those contracts that a questionnaire has been sent for past performance evaluation, and for others within the past four years that the Offeror would like to have considered for corporate experience, the offeror shall identify in their technical proposal the following information:

1. Contracting Activity and Address
2. Contracting Officer and Technical representative's name and telephone number
3. Contract Number and Title
4. Type of Contract
5. Contract Price
6. Period of Performance
7. If subcontracting was involved, identify the firm(s) and percentage of support provided.
8. A Description of the Deliverables - major reports, technical data packages, major briefings, etc..
9. A Contract Summary –The contract summary shall provide a descriptive overview of the contract, nominally one page in length. Describe the effort related to the RFP statement of work in terms of program management and planning, research and development, acquisition engineering, in-service engineering, logistics engineering, and test and evaluation. The description should specify the nature of the work, similarities with the current proposed work and the planning, analysis, design, logistics, and test experience gained. The discussion should include problems encountered and how they were resolved, the timeliness of deliverables required, how costs were controlled, business relationships, management of key personnel, and any other areas deemed necessary to provide insight into actual performance issues. The narrative portion should also explain any occurrence of cost growth and/or schedule delays encountered.

5. FACILITIES (Maximum length: 10 pp.)

This section shall document the Offeror's facilities and infrastructure that will be used to fulfill the requirements of the section C, the Statement of Work.

Evidence of the current possession and/or intended future acquisition of the required facilities and infrastructure shall be provided. This includes detailed description of the location and hardware and software capabilities of the main office, warehouse, laboratory, and indoor shop. The Offeror shall identify and discuss current or planned teaming arrangements with other contractors necessary to satisfy the facility requirements. The Offeror shall clearly identify the specific sites to fully support the requirements for work intended by this contract.

The Offeror shall demonstrate its ability to maintain office space in Norfolk, VA within a reasonable driving time as specified in the Statement of Work in paragraphs 11.0., and its ability to store classified documents up to the SECRET level.

The Offeror shall include the physical dimensions and layout of the facilities, and shall describe the capabilities of the lighting, electrical power, and environmental control services available at the warehouse, laboratory and indoor shop. Also discuss the capabilities of equipment and machinery at each facility that might be employed during the execution of the requirements of this contract.

The Offeror shall include description of the software and information technology capabilities of the facilities, including computer code programming/software development, email accounts, internet access, computer operating

system, word processing, spreadsheet analysis, briefing presentations, project management, digital photo processing, engineering analysis, and Open Architecture Relational Data Base Management System and Web applications.

Evidence shall be provided of the offeror's capability to provide the flexibility for standard, urgent, complex or other support situations in fulfillment of the Government's needs whether the services are performed at contractor facilities, government facilities, fleet operational sites, forward-deployed sites, or repair/construction industrial facilities; nationwide and worldwide. The offeror shall describe how his facilities and infrastructure will enable quick response capability meeting unplanned/unscheduled needs in the support of urgent or emergent requirements of the contract.

(Volume III) COST OR PRICE PROPOSAL

To assist the Government in determining cost reasonableness/realism for this effort, the offeror shall provide sufficient detailed cost information with the proposal to make this determination. In preparing the cost proposal, it is essential that the offeror breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements, which may be applicable but not necessarily limited to:

Direct Labor Cost

(1) Information including the name, title, hour's proposed, and actual hourly rate shall be provided by the Offeror for each individual proposed for the labor categories identified in Sections C.4 and C.5. If the Offeror proposes direct labor rates based on a composite rate structure, then the Offeror shall clearly identify the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted/consultant labor. (See subcontracted labor below).

(2) If an Offeror's proposed labor category differs in name from those listed in Section C.4/C.5, a chart shall be included which identifies how these categories fulfill the requirements of Section C.4/C.5.

(3) The Offeror shall identify any escalation rates utilized in the preparation of their cost proposal, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) year period.

(4) Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal.

(5) The Offeror shall provide a copy of the Employment Contract for any individual proposed who is not currently employed by the Offeror or subcontractor (if proposed).

Subcontracted Direct Labor Costs/Consultants (if applicable) Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Any subcontracted labor categories shall be fully supported by breaking out the subcontracted labor rates for the period of performance of the contract. The cost break out shall include the same level of detail as that provided by the Offeror. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract. Additionally, any associated costs which the prime incorporates into the subcontracted labor category rate shall be fully identified (i.e. G&A, fee, etc.). It is the Offeror's responsibility to ensure that this support documentation is received by the Government within the timeframe (i.e. closing date) established for this solicitation.

Consultants: If applicable, provide a detailed listing of consultants expected to be used, the number of hours and labor categories that they are proposed for, the rationale for selection and all associated costs which are proposed for reimbursement. Include all items of costs associated with consultants (i.e. hours proposed, and hourly rate). Additionally, any associated costs which the prime incorporates into the proposed consultant labor costs shall be fully identified (i.e. G&A, fee, etc.). A copy of the Consultant Agreement shall also be provided by the Offeror.

The offeror shall provide the name, address, and telephone number of their cognizant Defense Contract Audit Agency (DCAA) and their Defense Contract Management Command.

Indirect Rates - Offerors shall list the cost elements that comprise the overhead, general and administrative expenses, and any other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actual's (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

Facilities Capital Cost of Money - If this cost element is proposed, the offeror shall provide information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

Fee - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

NTE Support Costs: These costs reflect all other direct costs that are not labor costs. For proposal purposes, the not-to-exceed (NTE) amounts for the support costs (material, and travel) have been identified in Section B. Along with these costs, the Offeror may include a cost element associated with a G&A/handling rate associated with these costs. If the offeror does not identify a cost element associated with these costs, none shall be chargeable to the resultant contract. If a G&A/handling rate is proposed for these support costs, the Offeror shall identify these costs and their applicable rate. Lastly, It should be noted that all support costs are non-fee-bearing costs.

The Government is contemplating issuance of an Indefinite Delivery, Indefinite Quantity, Cost Plus Fixed Fee (completion) type contract(s), contract which allows the issuance of Delivery Orders on a completion basis in lieu of level of effort or term. Completion type Delivery Orders require the contractor to complete and deliver a specified end product (such as hardware or a comprehensive final report) as a condition of payment of the entire fixed fee and within the originally estimated cost, if possible.

The Government may increase the estimated cost and direct the contractor to incur costs above the original estimated cost estimate without an increase in fee. However, during the solicitation and evaluation process prior to award, the Government must have an equal basis on which to evaluate proposals. To this end, when preparing and submitting proposals in response to the solicitation, offerors shall use the labor categories and hours for each year of the five year period of performance as bidding purposes only as specified in Section B of the solicitation.

Although the labor categories and hours listed in Section B of the solicitation will not be included as part of the contract award document, the names and labor categories of Key Personnel proposed and accepted will be a part of the award as specified in Section I – Agency Specific Provision entitled, “Substitution of Key Personnel (JUN 1996) (NSWCCD).

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

**CAR-MO3 AGENCY SPECIFIC PROVISION – EVALUATION OF PROPOSALS (AUG 1999)
ALTERNATE 1 (AUG 1999) (NSWCCD)**

(a) General. Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Major factors against which offers will be evaluated are set forth below that make up the Technical/Management Proposal, and parallel the solicitation response called for elsewhere herein.

(b) Initial Evaluation of Offers. An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers will be evaluated by a team of Government personnel in accordance with the plan.

The Government may award multiple contracts as a result of this solicitation.

Each proposal will be evaluated in two primary areas: TECHNICAL--MANAGEMENT and COST.

The evaluation of the TECHNICAL—MANAGEMENT area will be divided into four main factors:

- Factor A. Technical Understanding
- Factor B. Personnel
- Factor C. Corporate Experience—Past Performance
- Factor D. Facilities

Technical Understanding, Personnel, and Corporate Experience-Past Performance are approximately equal in importance and are each considerably more important than Facilities. Unless otherwise specified, the sub-factors within each factor are approximately equal in importance. Technical-Management is more important than Cost.

(c) Evaluation Approach. The following evaluation approach will be used:

(1) Technical—Management Proposal. Evaluation of proposals shall be based on submission of written proposals for all factors. The evaluation will be conducted using a common set of adjectival descriptors to rate proposal elements, factors and subfactors. Unless otherwise specified, each proposal factor and subfactor will be rated as defined by the following guidelines:

Exceptional—The proposal is fully and convincingly responsive with neither major nor minor weaknesses. Generally, major strengths exist. The offeror has convincingly demonstrated that all the solicitation requirements have been analyzed, evaluated and synthesized into approaches, plans and techniques which when implemented will result in extremely effective performance under the contract and will deliver an excellent, virtually risk free product. “Exceptional” indicates that in terms of the specific subfactor or factor the proposal has certain probability of success of meeting the highest expectation of the Government.

Very Good—The proposal is fully responsive. The collective approach offered is considered sufficiently strong such that performance in strict accordance with the approach will yield a qualitative benefit to the Government beyond the requirements of the solicitation. No major risks or weaknesses are found. Minor risks or weaknesses that are found are sufficient to preclude evaluating the proposal as “Exceptional;” however, they do not collectively suffice to jeopardize the otherwise overall superior performance as proposed. “Very Good” indicates that in terms of the specific subfactor or factor the proposal has near certain probability of success of meeting the highest expectation of the Government.

Satisfactory—The proposal is adequately responsive with no major weaknesses. Any minor weaknesses should not seriously affect the offeror's performance. "Satisfactory" indicates that in terms of the specific subfactor or factor the proposal contains neither exceptional features nor innovations that could substantially benefit the program nor weaknesses that would seriously diminish the quality of the work. It has a fair probability of achieving the required performance.

Unacceptable But Capable of Being Made Acceptable—The proposal does not demonstrate a complete understanding of some of the contractual requirements, or some of the requirements of the solicitation have not been met. The proposal describes an approach containing significant weaknesses or deficiencies which taken together indicate a questionable chance of success of achieving the required performance. "Unacceptable But Capable of Being Made Acceptable" indicates that in terms of the specific subfactor or factor the offeror may satisfactorily complete the assigned tasks, but indicated weaknesses will diminish the quality of the Offeror's performance in the affected area, and will likely require significant Government involvement and assistance.

Unacceptable—The proposal is not adequately responsive and omissions are of significant consequence. The offeror's interpretation of and response to the Navy's requirement is so superficial, incomplete, vague or incorrect that the contractor would have to completely revise its proposal to make it other than unacceptable. "Unacceptable" indicates an improbable chance of success.

(2) Cost or Price Proposal.

(i) Cost or price proposals will be evaluated from magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluations is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offeror. Unrealistic personnel compensation rates (including issues regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be considered in the technical analysis, which could reduce the technical rating. The purpose of evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed cost; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical rating.

(3) Evaluation of Indirect Rates Applicable to Support Costs:

(i) The determination of the magnitude of the cost proposal will be based upon adding all proposed costs for labor plus support costs. It is intended to reimburse support cost on the basis of actual reasonable and allowable costs incurred plus G&A only (no fee). Therefore, for evaluation purposes, the Government will add the offeror's proposed G&A rate to the Government estimated Not-to-Exceed (NTE) amounts specified for support costs.

(ii) If the offerors DCAA approved accounting system includes the application on any

other indirect cost rate (in addition to G&A) to the support cost items, those rates shall be identified in the proposal and will also be added to the respective estimated amounts specified for purposes of evaluation. An example would be when the offerors approved accounting system includes application of a material handling fee to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling fee.

(iii) If an offeror fails to identify, as part of its proposal, an indirect cost rate that would otherwise be applicable to one of the support and subcontract cost items, it shall not be allowed to invoice for the indirect rate after award since the evaluation of its offer did not include that rate.

(iv) Notwithstanding the fact that the Government will add proposed indirect cost rates to the support and subcontract costs NTE amounts specified, it will do so for evaluation purposes only and will not actually change the NTE amount at time of award. Rather, the contract will indicate that the NTE amounts are inclusive of G&A and whatever other indirect rates the offeror has identified in its proposal, and which were considered in the evaluation of that offeror.

(v) If proposed indirect rates on support costs are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.

(d) Competitive Acquisition Instructions:

(1) If the provision FAR 52.215-1, "Instructions to Offerors-Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract(s) after conducting discussions with whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) Discussion/Final Proposal Revisions. The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) Basis for Contract Award. The Government may award any resulting contract(s) to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating. The contract resulting from this solicitation will be awarded to that responsible offeror(s) whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

Award will be made to that offeror whose offer represents the best overall value to the Government, considering technical and cost. While cost is an important area, the Government may make an award to that offeror whose competitive strengths in other evaluated areas significantly outweigh those of the offer presenting the lowest total evaluated price. This would result in a lower risk to the Government in terms of the likelihood that an offeror will timely deliver a quality product conforming to the requirements of the solicitation at a reasonable price. Cost will become increasingly more important in determining award as the relative merits of the proposals approach equality.

in terms of the other evaluated areas. Thus, if proposals are determined to be essentially equal in terms of other evaluated areas, cost would be the determinative of award between such proposals. The Government may award to other than the offeror presenting the lowest total evaluated price.

(g) Technical—Management Evaluation Factors.

FACTOR A – TECHNICAL UNDERSTANDING

Evaluation Factor A will be based on the Contractor's technical understanding of the Task Areas specified in section C, the Statement of Work, and his ability to apply his company's/team's capabilities to the specified requirements.

Offerors will respond to Sample Tasks set forth in Section L. The responses will be evaluated to determine the extent of the offeror's understanding of the Government's requirements and his ability to perform the task. The clarity and completeness of responses in addressing any special issues and problems associated with the performance of each Sample Task will be evaluated. Sample Tasks will be set forth for each of the following areas. These comprise the subfactors of Factor A.

Subfactors

- A1** Program management and planning
- A2** Research and development
- A3** Acquisition engineering
- A4** In-Service engineering
- A5** Logistics engineering
- A6** Test and Evaluation

FACTOR B – PERSONNEL

Evaluation Factor B will be based on Contractor's resumes for *key* personnel and their experience, education, and training in supporting the Task Areas specified in section C, the Statement of Work, and on compliance of non-key personnel.

Subfactor B1 – All Key Personnel

The qualifications of key personnel will be evaluated based upon the extent to which the education, training and experience meet the minimum qualification requirements of the labor category and then upon the extent to which the education, training and experience are relevant to the required Task Areas. Other sources may be contacted to verify the accuracy of resume contents. Every resume will be evaluated individually. Key personnel are listed below:

- Program Manager
- Senior Project Engineer
- Senior Naval Architect
- Senior Mechanical Engineer
- Senior Electrical Engineer
- Senior Computer Programmer/Scientist
- Senior Logistician

Subfactor B2 – Non-Key Personnel Compliance

The offerors proposal shall be evaluated to determine that they can fully comply with the requirements for non-key personnel and their ability to supply these labor categories at any given time.

Resume Evaluations will be rated as follows:

Exceptional—This resume meets and significantly exceeds all desired standards.

Very Good—This resume meets all desired standards and significantly exceeds some.

Satisfactory—This resume meets all desired standards, but does not significantly exceed any.

Marginal—This resume does not meet all desired standards. It does possess some credible experience that would be of benefit to the contract.

Unacceptable—This resume does not meet all desired standards. Moreover, levels of education and experience are significantly below the desired levels. This individual must be replaced or moved to a lower category.

In addition to the adjectival ratings above, each evaluated resume will be given a Pass or Fail Security Clearance rating as follows:

PASS – the candidate currently possesses an appropriate level security clearance or is capable of possessing the appropriate level of security clearance (within 60 days after contract award). An interim clearance will qualify for this requirement.

FAIL – the candidate does not possess an appropriate level security clearance and is not capable of obtaining an appropriate level of security clearance.

FACTOR C – CORPORATE EXPERIENCE—PAST PERFORMANCE

Subfactor C1 - Corporate Experience

Evaluation Subfactor C1 will be based on the extent to which the offeror has recently performed the same or similar work as specified in the task areas identified in section C, the Statement of Work.

Evaluation will be based on the extent and depth of recent corporate experience in performing the same or similar work as this solicitation. The Government will appraise each offeror's work records to determine whether, during the past four years, the offeror has had the opportunity to learn about relevant work processes and procedures and about the nature, difficulties, uncertainties and risks associated with performing the work that will be required under the prospective contract.

Subfactor C2 - Past Performance

Evaluation Subfactor C2 will be based on the feedback regarding the quality of the offeror's work and the satisfaction of their customers, including timely delivery of services, and the ability to contain and forecast costs. In determining the rating for Past Performance, the Government will give greater consideration to contracts requiring the same or similar type and complexity of work required by the RFP. However, other types of contracts may be considered as part of the past performance evaluation as well, if aspects of the past performance are deemed to have some bearing on the expected performance of the subject solicitation. Trends that show improving or deteriorating performance will also be considered.

Corporate Experience—Past Performance shall be rated as follows:

- (a) Exceptional – Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
- (b) Very Good – Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
- (c) Satisfactory – Performance meets contractual requirements. The contractual performance of the

element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(d) Marginal – Performance does not meet contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor had problems identifying corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(e) Unsatisfactory – Performance did not meet most contractual requirements and recovery is/was not likely in a timely manner. The contractual performance of the element or sub-element contains serious problems for which the contractor's corrective actions were ineffective.

FACTOR D - FACILITIES

Evaluation Factor D will be based on the adequacy of the Offeror's facilities in meeting the requirements specified in section C, the Statement of Work, paragraph 11.0, and his ability to apply these facilities to the task areas specified in section C, the Statement of Work.

Evaluation will be based on the suitability of the facilities to support the Offeror's execution of the Government's requirements as defined in the Statement of Work. This includes the total infrastructure and resources to support the manpower and equipment to accomplish research, development, design, logistics support, alteration development, modernization, kitting, inspections, testing, stowage, and maintenance of watercraft. The facilities will be evaluated to determine the capability of the offeror to provide the flexibility for standard, urgent, complex or other support situations in fulfillment of the Government's needs whether the services are performed at contractor facilities, government facilities, fleet operational sites, forward-deployed sites, or repair/construction industrial facilities; nationwide and worldwide. Facilities will be evaluated to determine the offeror's ability to provide quick response capability meeting unplanned/unscheduled needs in the support of urgent or emergent requirements.

Evaluation will be based on the Offeror's demonstrated ability to maintain office space in Norfolk, VA within a reasonable driving time as specified in SOW in paragraph 11.0, and the ability to store classified documents up to the SECRET level.

Main office location is approximately equal in importance to the remaining subfactors combined.

Subfactors

- D1 Main office location
- D2 Main office hardware and software capabilities
- D3 Warehouse capabilities
- D4 Laboratory capabilities
- D5 Indoor shop capabilities